

## Website Terms of Use

Updated and Effective 8/1/2022

**Introduction and Applicability.** LightBox Parent, L.P. (the “Company,” “we,” “us,” and “our”) provides this website (“Website”) subject to these Terms of Use (the “Terms”). These Terms set the rules for how visitors (“you,” “your”) may interact with our Website.

**Your Representations.** You represent that you (a) are of a legal age sufficient to agree to these Terms in accordance with applicable law, (b) have read, understood, and agree to be bound by these Terms, and (c) have all rights, permissions, and authorizations necessary to upload and provide all documents, graphics, content, and other materials that you choose to upload to the Website (collectively, “User Content”).

**Intellectual Property.** You acknowledge that: (i) the Website, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Website (collectively “Materials”), are owned and/or licensed by the Company or our subsidiaries and affiliates, and are protected by copyright and other intellectual property rights; and (ii) you have no rights to transfer, reproduce, or prepare any derivative works with respect to the Materials, or to disclose confidential information pertaining to the Website or Materials. These Terms do not convey any rights of ownership in or related to the Website, Materials or other intellectual property owned by the Company.

**License.** The Company grants you a personal, revocable, non-exclusive, non-transferable, limited right and license to access the Website provided that you comply with these Terms. You grant us a non-exclusive, perpetual, royalty-free, fully paid-up worldwide right and license to use your User Content to operate our business and furnish the Website to you. You may not modify, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, scrape, mirror, or frame any Materials.

**Use of this Website.** The Website and Materials are provided solely for your own informational purposes. Any unauthorized use, including without limitation any commercial use, is prohibited. You agree not to use the Website or Materials for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by the Company. You further agree to abide by all applicable local, state, national and international laws and regulations. Without limiting the generality of the foregoing, you will not, nor will you allow a third party to:

(a) upload, post, e-mail or otherwise transmit any User Content that:

- i. is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, explicit, obscene, libelous, invasive of another’s privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;
- ii. you do not have the right to transmit under applicable law or under contractual or fiduciary relationships;
- iii. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- iv. contains software viruses or worms or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user’s usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;

- (b) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Website or Materials, or directly or indirectly grant access to or permit any unauthorized party to access or use the Website or Materials;
- (c) decompile, disassemble, reverse engineer, copy, modify or create derivative works from the Website;
- (d) impersonate any person or entity, including another user of the Website, or provide false information;
- (e) use automated systems (e.g., robots, spiders, etc.) to access the Website;
- (f) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content on or transmitted through the Website;
- (g) discuss or incite illegal activity or solicit/post sexually explicit images;
- (h) interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- (i) harvest, scrape, programmatically crawl, or collect any Website; or
- (j) remove any proprietary notices (e.g., copyright and trademark notices) from either the Website or Materials.

**Privacy.** We maintain a Website Privacy Policy, which may be viewed at <https://www.lightboxre.com/privacy-policy/>. We reserve the right to modify the Website Privacy Policy in accordance with the procedure outlined in that policy.

**Changes to the Website.** We may, in our sole discretion, add, change, discontinue or remove any portion or functionality of the Website at any time, or the Website as a whole, without notice.

**Links.** The Website may contain links to third party websites, services or resources that we do not own or control. These links are provided for your convenience only. No endorsement of any third-party products, services or information is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to the Website. Any information, data, opinions, recommendations, products or services provided by such third parties through links to other websites or otherwise made available through their websites are solely those of such third parties. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

**Indemnification.** To the extent permissible by law, you will indemnify, defend, and hold harmless the Company and its parents, subsidiaries, affiliates, officers, directors, managers, employees, agents, vendors, merchants, sponsors, providers, and licensors from any and all losses, deficiencies, judgements, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by them as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party arising from any or all of the following: (i) your access, inability to access, or use of our Website; (ii) any of your User Content; (iii) breach of any of your obligations, representations, or warranties in these Terms; or (iv) your violation of any rights of another person.

**DISCLAIMER OF WARRANTIES.** OTHER THAN AS EXPRESSLY SET OUT HEREIN, THE WEBSITE AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY, ITS SUPPLIERS AND DISTRIBUTORS SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY,

INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE WEBSITE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, THE COMPANY'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**Limitation of Liability.** The information on our Website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable with respect to the Website and the information contained within.

REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, DATA AND PROFITS, OR OTHER INTANGIBLE LOSSES, EVEN IF THE COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES; OR (II) TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THE WEBSITE, WHETHER IN CONTRACT, TORT OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS THE COMPANY'S LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE THE COMPANY, ITS OWNER OR ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE.

IN ALL CASES, NEITHER THE COMPANY NOR ITS SUPPLIERS NOR DISTRIBUTORS ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS ON THE WEBSITE OR WITH RESPECT TO WEBSITE MATERIALS, ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE WEBSITE'S ACCESSIBILITY, ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE WEBSITE OR WEBSITE MATERIALS, ANY CONDUCT BY OTHER USERS OF THE WEBSITE, OR UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE, WEBSITE MATERIALS OR SERVERS.

**Applicable Law; Jurisdiction and Venue.** We control our Website from our offices within the United States. We make no representation that the Material on our Website is appropriate, legal or available for use in other locations. You may not use or export the Material in violation of United States export laws and regulations. Any claim relating to our Website or Materials shall be governed by the laws of California, without reference to its choice of law provisions. You agree that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to our Website or Materials shall be the federal and state courts located in Orange County, CA. You submit to the exclusive venue and jurisdiction of such courts, agree that you will not bring any suit or judicial proceeding in any forum other than such courts, and agree not to assert any objection that you may have to the venue or jurisdiction of such courts. In the event the Company employs attorneys to enforce any right arising out of or relating to our Website or Materials, you shall reimburse the Company its reasonable attorneys' fees and costs.

**Severability.** If any of the part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid,

enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms shall continue in effect.

**Assignment.** The Company is permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

**Digital Millennium Copyright Act.** If you believe that any Materials or User Content infringes your copyright, you (or your agent) may send us notice requesting that such Materials or User Content be removed. Notice must be provided in writing and must include the following information:

- a. A signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. Identification of the copyrighted work that you claim has been infringed;
- c. The location of the work you claim is infringing (e.g., URL) or enough detail that we may find it;
- d. Your name, address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices must be sent to:           LightBox Parent, L.P.  
  Attention: Jennifer Franks  
  2501 California Ave., Suite 200  
  Irvine, CA 92617

**Modification.** The Company reserves the right, in its sole discretion, to change these Terms at any time. We will provide notice to you of any changes by posting notice on this Website or otherwise as legally required. The "last updated" date indicates when the Terms were last revised. Your continued use of the Website after the Terms have been updated constitutes your agreement to any updated Terms.

If you have any questions regarding these Terms, please contact us at [info@lightboxre.com](mailto:info@lightboxre.com)