

Terms of Service

1. Your Agreement.

Your use of Zolle (described below) is subject to these Terms of Service (“Terms”). By accessing and using Zolle, you accept and agree to be bound to Zolle Create, LLC. (“Company,” “us,” or “we”) by these Terms. Unless otherwise provided by us, any new features or services added to Zolle shall also be provided to you under these Terms. By using Zolle, you represent that you are legally capable of forming a binding contract and are not a person barred from receiving Zolle under the laws of the United States or other applicable jurisdictions.

2. The Zolle Services.

Zolle Create LLC allows users to post and review stories, sounds, images, and other “Content” (defined below), and to browse Content provided by other users of Zolle Create and such other Content and services that may be made accessible through www.zollecreate.com and/or a “Zolle” software application (collectively, “Zolle”). Certain services such as the receipt of a featured “Zolle Daily Story” are optional.

The Company reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, Zolle (or any part thereof) with or without notice. We may establish general practices and limits concerning use of Zolle, including without limitation the maximum number or length of stories and the maximum number of times (and the maximum duration for which) you may access Zolle in a given period of

time. You agree that we have no responsibility or liability for imposing these limits or the deletion or failure to store any Content.

You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of Zolle (or any part thereof). Zolle Create is provided "AS-IS" and "AS AVAILABLE" and the Company assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any Content. Much of the Content in Zolle is provided by and is the responsibility of the users who submitted such Content. Company is not obligated to screen or monitor the Content, and takes no responsibility for such Content—we only provide access. Zolle Create may carry offensive, harmful, inaccurate or otherwise inappropriate material, or in some cases, postings that have been mislabeled or are otherwise deceptive.

3. Registration.

You will be asked to submit certain information at the time you sign up for an account and while Zolle Create allows you to pick an “author name” you do agree: (a) that we can in our discretion reject your chosen “author name” or require you to change your “author name” and (b) to provide true, accurate, current and complete information about yourself as prompted by Zolle Create’s registration form (the "Registration Data") and (c) to maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Our collection, use, and disclosure of Registration Data and certain other information about you are subject to our [Privacy Policy](#).

Your use of Zolle Create means that you consent to the collection, use, and disclosure of this information and the terms of our [Privacy Policy](#). You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (1) immediately notify the Company of any unauthorized use of your password or account or any other

breach of security by sending an email to Support@Zollecreate.com, and (2) ensure that you exit (sign out) from your account at the end of each session.

4. Content.

All information, data, text, software, music, sound, photographs, images, graphics, videos, messages, tags, or other materials ("Content"), submitted by users are the sole responsibility of the person submitting the Content for use in Zolle. This means that you, and not Zolle Create LLC, are entirely responsible for all Content that you upload, post, transmit or otherwise make available through the Zolle Create LLC Services.

Content is provided "AS IS." We do not control the Content posted via Zolle and, as such, do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will the Company be liable in any way for any Content, including, but not limited to, any offense, errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, or reliance on, any Content posted, emailed, transmitted or otherwise made available via Zolle Create. We may or may not pre-screen Content, but the Company and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via Zolle Create LLC for any reason, or for no reason. Without limiting the foregoing, the Company and its designees shall have the right to remove any Content that violates these Terms.

Your Limited Rights. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, Zolle Create (excluding the Content that you own—you are free to do as you wish with your own Content). You agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on Zolle Create. By default, Zolle Create provides for non-commercial use of the Content, however, you should note that some users of Zolle may choose to grant more restrictive or broader rights to their Content. Zolle allows users who submit Content to choose a [Creative Commons](#) license that describes the rights that other users may have for the Content that they have

submitted, and notwithstanding anything to the contrary in these Terms, your rights to Content provided under the terms of a Creative Commons license shall solely be governed by the terms of such Creative Commons license. You are responsible for compliance with the license terms chosen by other users for their Content.

Your License to Zolle Create. We do not claim ownership of the Content that you submit for inclusion on Zolle Create, LLC. However, with respect to Content that you submit for inclusion on publicly accessible areas of the Zolle Create, LLC Services, you grant the Company the following transferable, perpetual, irrevocable, sub-licensable, worldwide, royalty-free and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and exploit such Content on and/or in connection with Zolle Create (including distributing and featuring your Content through messages such as a “Zolle Create, LLC Daily Story” and in promotional and marketing activities and materials related to Zolle Create, LLC). When these terms are terminated, we will make commercially reasonable efforts to remove and to respond to your requests to remove your Content from Zolle Create, LLC, but you acknowledge that we might retain copies of your Content and other information provided to us as a part of our standard archive practices. If we ever have to restore Zolle Create, LLC from an archive, the restored version of Zolle Create, LLC may publicly include your removed Content or other information that you previously provided to us. If Content or information that you previously intended to remove is restored to Zolle Create, LLC, we will make commercially reasonable efforts to respond to your requests to remove your Content. You acknowledge and agree that we cannot delete or control the deletion or access to the Content as it may exist on other websites outside our control, or copies retained by others, even if they are users of Zolle Create, LLC. For clarity, in the event that any of your Content has been included in any promotional, marketing, or other materials related to Zolle Create, LLC, you agree that we shall have the right to include your Content on such materials created or ordered prior to your removal of such Content from Zolle Create, LLC or your termination of your account with us.

This license exists only for so long as you elect to continue to include such Content on Zolle Create, LLC and will terminate when these Terms are terminated, except as follows: (i) You acknowledge and agree that we cannot delete or control access to your Content as it may exist on other websites outside of our control or when copies of it have

been saves and retained by others (even if they are Zolle users) and (ii) you further acknowledge and agree that we may retain a copy of your Content and reproduce it in connection with our standard archive practices and (iii) in the event that any of your Content has been included in any promotional, marketing, or other materials related to Zolle Create, LLC, you agree that we shall have the right to include your Content on such materials created or ordered prior to your removal of such Content from Zolle Create or your termination of your account with us.

Stock: By participating in any Zolle produced content you understand they certain footage may be used and sold as stock footage to varies stock companies. Such as story blocks or video hive or others at Zolle Discretion. Because Zolle is the producing permission are not required as you have already sign a release and by subscribing to Zolle have submitting your image release by way o Zolles terms conditions and privacy policy/document available on the Zolle Studios website.

5. User Guidelines.

You agree not to use Zolle Create in any way that is in breach of the **Zolle Create Etiquette**. Violation of the Zolle Create Etiquette may result in termination of your rights to Zolle Create.

6. Feedback.

By submitting ideas, suggestions, documents, and/or proposals ("Feedback") to us, you acknowledge and agree that: (a) your Feedback does not contain confidential or proprietary information; (b) we are not under any obligation of confidentiality, express or implied, with respect to your Feedback; (c) we shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way, in any media worldwide; (d) we may have something similar to your Feedback already under consideration; (e) when you provide your Feedback, you are granting us an irrevocable,

royalty-free, perpetual non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit the Feedback in connection with Zolle Create, LLC; and (f) you are not entitled to any attribution, compensation or reimbursement of any kind from us under any circumstances.

7. Termination.

You may terminate your use of Zolle Create, LLC at any time by deleting your account. We have the right to suspend or terminate your account and to refuse any and all current or future use of Zolle Create, LLC (or any portion thereof) at any time for any reason, including because (i) you gave inaccurate information in your registration (ii) you violated these Terms, (iii) requests by law enforcement or other government agencies, and/or (iv) discontinuance or material modification to Zolle Create, LLC (or any part thereof). All such terminations, limitations of access and suspensions shall be made in the Company's sole discretion and we shall not be liable to you or any third party for any termination of your account, or access to Zolle Create, LLC.

8. Indemnity.

You agree to indemnify and hold the Company and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through Zolle Create, LLC, your use of Zolle Create, LLC, your violation of these Terms, or your violation of law or any rights of another.

9. Warranty Disclaimer.

You expressly understand and agree that your use of Zolle is at your sole risk. To the fullest extent permitted under applicable law, Zolle is provided on an "as is" and "as available" basis. The Company and its affiliates expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. The Company and its affiliates, make no warranty that (i) Zolle or Content therein will meet your requirements or are accurate; (ii) Zolle will be uninterrupted, timely, secure or error-free; and (iii) the quality of any products, services, information or content, purchased or obtained by you through Zolle.

10. Limitation of Liability.

You expressly understand and agree that the Company and its affiliates shall not be liable to you for any punitive, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (a) the use or the inability to use Zolle Create LLC; (b) the cost of procurement of substitute goods and services; (c) unauthorized access to, or alteration of, or loss of your Content; (d) statements or conduct of any third party on Zolle; or (e) any other matter relating to Zolle. You agree that the Company and its affiliates shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of links to other sites and services on Zolle Create. Zolle does not endorse any third-party site as well as the information, materials, products, and services available through such sites.

11. You May Have Additional Rights.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

Accordingly, some of the above limitations may not apply to you and you may have additional rights or remedies.

12. Notices.

We may provide you with notices, including those regarding changes to the Terms, including by but not limited to email and/or postings on Zolle Create. Such notices may not be received if you violate these Terms by accessing Zolle Create in an unauthorized manner. Your agreement to these Terms constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed Zolle Create in an authorized manner.

13. General Terms.

These Terms (including [Privacy Policy](#) and Zolle [Etiquette](#) constitute the entire agreement between you and the Company and govern your use of **Zolle Create**, superseding any prior version of these Terms between you and us with respect to **Zolle Create**. You also may be subject to additional terms and conditions that may apply when you use or purchase certain services, affiliate services or third-party products, services or Content.

You and the Company each agree that these Terms and the relationship between the parties shall be governed by the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and the Company, shall be brought exclusively in the courts located in the Dallas county or the U.S. District Court for texas. You and the Company agree to submit to the personal jurisdiction of the courts located within the county of San Mateo, California or the Northern District of California, and agree to waive any and all

objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

The Company's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, then you and the Company nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that your Zolle account is non-transferable. Zolle may freely assign these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect.

14. Contact Zolle Studios.

You may contact us by emailing Zolle at Support@zollecreate.com and/or contacting us by mail at: Zolle, LLC. P.O. Box 235 Shelburne, VT 05482 USA Attn: User Contact
Happy Zolle!

Service Limitations/Requirements:

Mini Films Service: Client "Subscriber" will not hold the ability dictate any aspects of production that affect production the budget. Client agrees to be placed on the Mini film roster and understand they will not be able to retrieve the Mini Films service immediately after their subscription has begun. Client understands they must remain a paying subscriber until their turn on the roster. If client cancels subscription, client will no longer have their current place in the roster line and upon re-subscribing will be placed at the back of the line behind current subscribers. Doing business as Zolle

Studios. Client agree to acknowledge “Zolle Studios” at the creator of the content in which they are included

Custom Cinema Service: Client “Subscriber” will not hold the ability dictate any aspects of production that affect production the budget. Client agrees to remain a subscriber for minimum of 8 months. If client cancels subscription with the 8 month period and Customs Cinema Films as already being produced, client will not longer have the right subscribe back to Zolle Create LLC Doing business as Zolle Studios. All services will then have to be purchased individually and Zolle Create LLC will not hold any responsible of supplying said client with any material captured or created by Zolle Create LLC. doing business as Zolle Studios. Client agree to acknowledge “Zolle Studios” at the creator of the content in which they are included

Awards - Prizes - Recognition - Any prizes and awards won at film festivals or any other events in which Zolle submit material. Zolle will recognize and give credit to the creatives involved. Any winning from these events will go towards the Zolle community and investing in the future projects of our community. Unless otherwise specified in a separate agreement. If client removes Zolle logos tags etc. recognition from any material. Action can be taken at the discretion of the Zolle create LLC leadership.

Zolle Events - “By agreeing to these terms and conditions and by your presence at a Zolle event or film/Video/photography shoot, you consent to be photographed, filmed, and/or otherwise recorded. Your entry constitutes your consent to such photography, filming and/or recording and to any use, in any and all media throughout the universe in perpetuity of your appearance, voice, and name for any purpose whatsoever in connection with Zolle Create LLC. DBA Zolle studios. You understand that all photography, filming and/or recording will be done in reliance on this consent given by you by entering this area. If you do not agree to the foregoing, please do not enter this area.” 2. Non-Disclosure language for sign-in sheet (do not need to post): “By entering any Zolle Create DBA Zolle Studios you hereby agree that all information regarding projects, including but not limited to ideas, scripts, writings and music, shared by participants and/or discussed at this event is considered Confidential Information. You understand that all confidential information may not be disclosed to a third party without

the permission of the participant that shared the information. You further understand that Zolle Create, LLC aka Zolle Zolle Studios is not responsible for any content provided at this event, including but not limited to protection of any intellectual property rights. If you do not agree to the foregoing, please do not enter the event.”

Audition Tapings: If you have your audition tape captured by Zolle Studios; Zolle promises to deliver your audition tape within a reasonable amount of time or time agreed upon with the client. If Zolle does not deliver. Depending on what subscription you are apart of; Zolle will not count the non deliver audition tape to your free auditions or a refund will be issued. You agree and understand Zolle may use your audition tape on ZolleStudios.com to showcase our work as it concerns audition taping.

Script Review: Zolle promises to keep “clients/Subscribers” confidential documents, script and information only in the procession of those absolutely necessary within the Zolle CreateLLC Organization. Zolle will not share ideas concepts, scripts, document etc to networks without consent of the “client.”

Liability: “Client/Subscribe” Understand that Zolle Studios is not responsible for any bodily harm that may occur to any of its members on set. Everyone on sets of Zolle Studios adults and kids alike will be responsible in every way for harm done to them.

Privacy Policy [Updated Feb 22, 2019](#)

This policy applies to your use of the Zolle Create Services and website (collectively, “Zolle Create”), regardless of how they are accessed. If you do not agree with this privacy policy, do not access or use Zolle Create.

Information that Zolle Create LLC Collects

Zolle Create, LLC. (the “Company,” “us,” “we”) collects personal information when you register with Zolle, when someone invites you to join Zolle Create, and when you use, access, or visit Zolle Create. When you register we ask for certain information such as your name and email address. When you register with Zolle Create and sign in to our services, you are not anonymous to us. Zolle Create is not intended for children under the age of 13.

The stories, sounds, images, and other media content (“Content”) that you submit for inclusion in Zolle Create may reveal personal information about you and the subjects of that Content. We ask that you obtain permission from others and that you carefully consider the information that you want to disclose about yourself and others in the public forum that Zolle Create provides. Please be thoughtful and decent. Once you choose to share Content through Zolle Create, that Content could potentially be copied and reshared by others with access to Zolle Create.

Zolle Create automatically receives and records information from your computer/mobile device and browser, including your IP address/device ID, cookie information, software and hardware attributes, and the page you requested. Zolle Create may set and access Zolle Create cookies on your computer. Zolle Create may use web beacons and other technologies to track your use of Zolle Create.

It is possible that others may submit Content that provides links to sites and services outside of Zolle Create, and this privacy policy does not apply to such third party sites and services. Additionally, some of the services included on Zolle Create are delivered or served by third-party companies that may place or recognize cookies, web beacons

or other technology to track certain information about our Web site users. For example, we may include in Zolle Create certain integrations with third-party social networks. In the course of serving certain third-party social network functionality on Zolle Create, some third-party social network operators may place or recognize a unique cookie on your browser in order to collect certain information about your use of Zolle Create. In many cases, this information could be used to show you ads based on your interests on other Web sites.

We do not have access to, nor control over, third-party companies' use of cookies or other tracking technologies or how they may be used.

How Zolle Create Uses and Discloses Information

The Company uses (or may choose to use) your information for the following purposes: to customize Content you see on Zolle Create, to fulfill your requests for products, services and information, to respond to questions and concerns that you have submitted to us, to improve Zolle Create, to communicate with you, and to provide anonymous reporting for internal and external persons.

The Company does not rent, sell, or share personal information about you with other people or non-affiliated companies except: (a) to provide products or services that you've requested, or (b) if you choose to make such personal information available as part of the Content that you have submitted for use and/or display on Zolle Create, or (c) when we have your permission, or (d) under any of the following circumstances:

We provide certain information to service providers who work on behalf of, or with, the Company to help us provide Zolle Create and to communicate with you.

We provide information in response to subpoenas, court orders, or other legal requirements, or to establish or exercise our legal rights or defend against legal claims.

We provide information when we believe it may be useful to investigate, prevent, or take action regarding illegal activities, fraud, threats to the safety of any person or property, violations of Zolle Create's [Terms of Service](#), or as otherwise required by law.

We would transfer information about you if the Company (or Zolle Create) is acquired by or merged with another company or reorganizes itself into another company. In this event, Zolle Create will attempt to notify you before information about you becomes subject to a different privacy policy.

Your Ability to Edit Your Information

You can access and edit your account information through Zolle Create. You can also opt out of receiving future messages (including the "Zolle Create Daily Story" email), but we reserve the right to continue to send you certain communications relating to Zolle Create, such as service announcements and administrative messages, without offering you the opportunity to opt out of receiving them.

You can delete your Zolle Create account. Please [click here](#) to read about information that might possibly remain on Zolle Create or in our archived records after your account has been deleted.

Confidentiality and Security

The Company limits access to personal information about you to employees, contractors and service providers who we believe reasonably need to come into contact

with that information to provide Zolle Create services to you or as otherwise provided in this privacy policy.

We have physical and technical safeguards designed to protect personal information we maintain about you. However, notwithstanding these safeguards, unauthorized persons may access your personal information and account. We cannot promise that your personal information will always be secure.

Changes to the Zolle Create Privacy Policy

The Company may update this privacy policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your Zolle Create account and/or by placing a prominent notice on our site.

International Users

Users from outside the United States should be aware that they are submitting their information to servers within the United States and that they may not be entitled to the protections and remedies provided for under the laws of their places of residence.

DMCA Policy [Intellectual Property / Copyright / DMCA](#)

THIS PROCESS IS FOR COPYRIGHT AND OTHER INTELLECTUAL PROPERTY MATTERS ONLY. For reports of abuse and related concerns, please see the links provided for in the Zolle [Etiquette](#).

Zolle Create, LLC. and its affiliates respect the intellectual property of others, and we ask our authors to do the same. We may, in appropriate circumstances and at our discretion, disable and/or terminate the accounts of authors who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Zolle Create, LLC. and/or others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Zolle Create will respond expeditiously to claims of copyright infringement committed using the Zolle Createservice if such claims are reported to Zolle Create's Designated Copyright Agent as identified below.

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide our Copyright Agent for Notice with the following information in English (your "Notice"):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest
- a description of the copyrighted work or other intellectual property that you claim has been infringed
- a description of where the material that you claim is infringing is located on Zolle Create, with enough detail that we may find it on the website (in most circumstances, we will need a URL)
- your address, telephone number, and email address
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law

- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- *Note: If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, 'trademark').*

In some circumstances, in order to notify the user, account holder or host who submitted the allegedly infringing content to which we have disabled access in response to a Notice, Zolle, Inc. or its designee may forward a copy of a valid Notice including name and email address to the user or account holder, or others in its discretion. Your Notice is not private information, and we may choose to post a copy of your Notice, with your personal information removed, on Zolle Create and/or to [Chilling Effects](#) for publication and/or annotation.

By email: Support@Zollecreate.com

Zolle is a community of storytellers, sharing heartfelt. We think you will find this to be one of the warmest and most humid places on the Internet, and we ask you to follow a few simple rules to help us keep it that way.

Be decent.

Zolle Create, LLC is a global community of people from different cultures and backgrounds, often raised with different beliefs and social norms. This diversity can sometimes lead to awkward situations. Like a traveler in a foreign land, please be gracious, respectful, and courteous to those you meet along the way. Authors who

insist on being hateful, libelous, or repeatedly rude will be asked to leave our community.

Be humble.

Zolle Create, LLC is a space for self-reflection, not self-promotion. Please don't use Zolle to promote your company, brand, organization, product, or yourself. It is fine to include a "call to action" at the end of a story, but please make sure that the story stands on its own as a story, and that it doesn't feel like an ad.

Be yourself.

Zolle Create, LLC is a place for sharing your experience of life, not for sharing links to stuff you like (there are [many other places for that](#)). Please don't post pop songs, stock photos, clip art, screenshots, or other recycled stuff. If you're uploading audio, please make sure it's original, and that you either wrote it, performed it, or own the copyright. This will go a long way towards making Zolle Create, LLC feel authentic, refreshing, and human. As for pen names — they are totally fine. Many authors wish to tell stories anonymously, and you're certainly free to do that.

Be legal.

Zolle Create, LLC is committed to building a public library of human experience, and human experience is not always pretty. It can be ugly, messy, violent, and lewd. But there is a balance to strike, and we have to abide by the law. Please don't post copyrighted material, pornography, hate speech, or other illegal content.

Please don't...

As a Zolle Create, LLC storyteller, you may submit stories, data, information, text, music, sound, photographs, images, graphics, messages, tags, or other materials (which we call "Content").

By participating in Zolle Create, LLC, you agree that:

- **You** will not post pornographic or sexually explicit Content.
- **You** will not post Content for which you have been compensated (e.g., product placement, advertisements, or other promotion).
- **You** will not post Content that exploits or is intended to harm children (e.g., child pornography).
- **You** will not post Content that promotes hate speech, including the promotion of hate or violence towards groups based on race, ethnicity, religion, disability, gender, age, veteran status, or sexual orientation/gender identity.
- **You** will not post Content that promotes violence or threatens people.
- **You** will not post Content that includes the intellectual property rights of others without their permission, or otherwise violates their rights to privacy or publicity.
- **You** will not publish another person's personal and confidential information on Zolle Create.
- **You** will not mislead or confuse viewers by pretending to be someone else (however, pen names are totally fine if you wish to tell stories anonymously).
- **You** will not engage in illegal activities or promote dangerous and illegal activities.
- **You** will not intentionally interfere with other's use of Zolle Create, including by transmitting viruses or malicious code.
- **You** will not use Zolle to violate any law that might apply to you or Zolle Create, LLC., including any export laws.
- **You** will not access, use, or exploit Zolle or Zolle Content for any commercial purposes, except as permitted by our [Terms of Service](#). Nothing in this restriction shall act as a limit on what you can do with your own Content.

You are welcome to report (support@zollecreate.com) suspected violations of our Community Guidelines, but Zolle Create LLC reserves the sole right to determine whether a violation has occurred and what actions to take in response to a reported violation.

Happy Zolle!

Under the following terms:

- Attribution — You must give [appropriate credit](#), provide a link to the license, and [indicate if changes were made](#). You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.
- NonCommercial — You may not use the material for [commercial purposes](#).
- ShareAlike — If you remix, transform, or build upon the material, you must distribute your contributions under the [same license](#) as the original.
 - No additional restrictions — You may not apply legal terms or [technological measures](#) that legally restrict others from doing anything the license permits.

MANDATORY BINDING ARBITRATION

1. The parties indemnify this agreement clause of Mandatory Binding Arbitration (hereinafter 'arbitration') shall be specifically enforceable. Any dispute, controversy or claim arising out of or relating in any way to any Agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of dispute, controversy or claim arising out of or relating in any way to the agreement, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute of payment or fee. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one (1) year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. No action against either party may be brought forth, unless the action is started within one (1) year after the occurrence causing the controversy, breach, loss, claim, or dispute.

1. The binding arbitration shall be conducted by a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The
2. arbitrator shall be a practicing attorney or retired judge with at least fifteen years total working experience in Business (Corporate) Law, and also shall have served as an arbitrator at least three (3) times prior to their service as an arbitrator in this arbitration. The arbitrator(s) shall be exclusively selected by 'The Company.'

3. The arbitration shall be conducted in Irvine, California and the laws of the State of California shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.
4. If the Parties are not able to agree upon the selection of a single arbitrator, within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American
5. Arbitration Association shall select the arbitrator in accordance with the terms of this agreement. If three arbitrators are selected, each party shall select an arbitrator within ten (10) days of commencement of the arbitration who shall serve as a neutral arbitrator and the two designated arbitrators shall select a third neutral arbitrator within twenty (20) days of their selection of the parties cannot agree on a third arbitrator. If the two arbitrators cannot agree on selection of a third arbitrator within twenty (20) days of their appointment, the American Arbitration.
6. Association shall select such arbitrator in accordance with the terms of this agreement.
7. It is the intent of the parties that, barring extraordinary circumstances,
8. arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator (2) are appointed. The arbitrator[s] may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
9. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. An award of damages
10. shall include pre-award interest at the rate of ten percent (10%) under California Law
11. from the time of the act or acts giving rise to the award.
12. A party may apply to the arbitrator seeking injunctive relief until an arbitration award
13. is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or

provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute.

14. arbitrator shall issue a reasoned award. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrators, and shall be awarded as part of the

arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall hold authority to grant injunctive or other forms of equitable relief to any party.

1. The arbitrator shall require exchange by the parties of (i) the name and, if known,
2. address and telephone number of each person likely to possess knowledge of relevant information, identifying the subjects of the information, and (ii) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden.
3. These exchanges shall occur no later than a specified date within 60 days following

4. the appointment of the arbitrator. The Parties shall not be entitled to discovery in the arbitration except that any Party shall be entitled to request no more than 1000 pages of documents. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three
5. depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 120 days following the appointment of the arbitrator, unless the arbitrator otherwise determines.
6. Any Party shall be entitled to depose any expert who will testify in the
7. arbitration proceeding but shall pay the regular hourly rate of such expert during
8. such deposition. In addition to the foregoing, any Party shall be entitled to take
9. the deposition of a witness who will testify at the arbitration but who is unavailable
10. to testify at the hearing to preserve such witness' testimony for the arbitration hearing.
11. The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten (10) days before the arbitration hearing.
12. Delegation clause: The Arbitrator, and not any federal, state, or local court of agency shall hold the exclusive authority to resolve any dispute over a legal claim relating to the interpretation, applicability, enforceability, or formation of this

Agreement, including but not limited to, any claim that all or any part of this

Agreement is void or voidable-*is subject to arbitration under this Agreement.*

13. 'The Client' agrees and will support that any and all parts of the Mandatory Binding Arbitration clause is conscionable, clear, and unmistakable. The

Arbitration clause shall survive the termination or cancellation of this Agreement.

14. Except as may be required by law, neither a party nor its representatives may disclose the existence, nature, content, claims, or results of any arbitration hereunder without the prior written consent of both parties. All circumstances, conditions, and terms of any parts of the arbitration is strictly confidential and private.

XXV. ARBITRATOR AND ATTORNEYS' FEES AND COSTS.

A. Any action, litigation, arbitration, dispute, claim, controversy, or other proceeding arising under this Agreement (if in contract, tort, or both), in connection with any provision or clause of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' and arbitrator fees and costs, including reasonable attorneys' fees and costs incurred litigating entitlement to attorneys' or arbitrator fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' and arbitrator fees and costs. The reasonable costs to which the

prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, filing fees, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, paralegal fees, investigative fees, administrative costs, mediator fees, and all other charges billed by the attorney to the prevailing party regardless of whether such costs are otherwise taxable.

B. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party all of its out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs.

XXVI. CONFIDENTIALITY

'The Client' and 'The Company' may, from time to time, receive Confidential Information (as hereinafter defined) in reference to 'The Work.' The parties agree to take all reasonable steps to prevent the disclosure of Confidential Information and not use any Confidential Information except as may be necessary for the limited purposes set forth in this Agreement; provided that no provision or clause of this Agreement shall be construed as precluding the disclosure of Confidential Information if such disclosure is required by law or a court order. In the case that Confidential Information shall be required by court order, The Parties shall give written notice to the other party' prior to making such disclosure. For purposes of this Agreement, "Confidential Information" means all information pertaining to the business proposal, services, work, alliance partners, financial information, strategies, marketing plan, technology, processes, templates, forms or reports of or otherwise, relating to what The Parties may receive or learn as a result of being involved or associated with

the Project; provided, that Confidential Information shall not include any information that enters the public domain following disclosure through no fault of either party.

XXVII. SOLE CONTRACT

All parties involved within this binding agreement, understand that this is a sole contract and no other contract whether verbal or written has been understood or taken into this matter. This is also the final agreement and no further negotiation, amendment, or consideration will be taken into by either the 'The Company' (Drew Lewis) or 'The Client'.

XXVIII. NO ORAL MODIFICATION

Agreement is the entire understanding between the parties, and no modification, alteration, No amendment, or other variation of the Contract shall be effective unless it is in writing, is dated, and is signed by both parties, or an authorized representative of each party. This

shall be effective unless in a writing signed by both parties offer, acceptance, and consideration.

XXIX. APPLICABLE LAW

A. This Agreement shall in all respects be governed by, and construed and interpreted in accordance with the Laws of the State of California in the county of Los Angeles, without giving effect to any conflicts of law principles of such state that might refer the governance, construction, validity or interpretation of this Agreement to the Laws of another jurisdiction.

- Any civil action, dispute, or legal proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal Courts of and located in California in the county of Los Angeles, and both parties consent to exclusive jurisdiction and venue in such court.
- The clauses of this Agreement may be amended and waived only with the prior written consent of each of the parties hereto.
- Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

XXX. SEVERABILITY

Whenever possible, each provision or clause of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or clause of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or clause, or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions or clauses will never been contained herein.

XXXI. INDEMNIFICATION

'The Client' shall indemnify and hold harmless 'The Company' and The Company of 'The Company,' its officers, directors, employees, contractors, customers, clients, investors and potential investors, shareholders, from and against those liabilities, causes of action, damages, expenses, costs, and defense obligations that 'The Client' is legally obligated to pay to any person, party, or entity, as a result of copyright or trademark infringement, security breach, breach of contract, injury, death, bodily harm, defamation, disparagement, lien, or third party lawsuit to the extent caused by the willful misconduct, negligent act, error or omission of 'The Client,' or anyone for whom 'The Client' is legally responsible, or anyone directly or indirectly employed by The 'The Client,' for whose acts they may be liable subject to any limitations of liability contained in this Agreement. 'The Client' will reimburse both 'The Company' and the company of 'The Company' for all defense costs for claims arising out of the professional negligence of 'The Client' based on liability of 'The

Client.’

BINDING EFFECT

- I. All of the terms, clauses, and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, arbitrators, executor, legal representative, heirs, successors and permitted assigns whether so expressed or not.

II. HEADINGS

- III. This Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IV. COUNTERPARTS

- V. This Agreement may be executed by the parties hereto in any number of counterparts, including by facsimile or electronic signature included in an Adobe PDF file, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. The execution of counterparts shall not be deemed to constitute delivery of this Agreement by a party until the other party has also executed and delivered his/its counterparts.

