

Terms of service

OVERVIEW

This website is operated by ProdByPVRADOX. Throughout the site, the terms “we”, “us” and “our” refer to ProdByPVRADOX. ProdByPVRADOX offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Please note that all Digital Content is licensed to you and not sold.

All WAV files in our kits are 100% owned by the creator. If a song you produced using these (products) gets placed with a major artist and or major label you are required to clear the usage of the loops with the creator. (See Below)

1. Upon purchase you are agreeing to these terms:

The copyright of ProdByPVRADOX's products and all included sounds, samples, loops and/or audio demos, is retained by the creator, and is licensed to the purchaser (via paid download) for use in commercial and non-commercial music releases.

Only purchasers of this product/license from prodbypvradox.com, or authorized distributors, have the legal right to use the contents in their own "original" musical releases and/or in advertisements, soundtracks, and television or film music productions.

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The purchaser of this product/license may use the contents in their own commercial and noncommercial compositions/releases with no additional costs, provided their name (or band/artist name) appears in the "credits" for that release and the creator of the product/license receives a negotiated publishing royalty however if the "sound design" is used in a Major Commercial Release the creator retains rights to ownership in the composition and master recording. "Major Commercial Release" as used herein shall be a master recording released and/or distributed by a record label or company: (i) which is a parent or subsidiary of, and/or is affiliated with (i.e., shares common ownership with), one of the "major" distributors in the United States (which distributors are presently Sony, Universal and the Warner Music Group), (ii) which is a parent or subsidiary of, and/or is affiliated with, one of the so-called "indie" distributors which provide national distribution (which "indie" distributors presently include, without limitation, Caroline, InGrooves, The Orchard, RED, ADA and E1), and/or (iii) whose records are distributed by any such "major" or "indie" record label, company or distribution company.

The contents of this product may not be used (wholly or partly) in the creation of any competitive product; including but not necessarily limited to; Sample Packs, Sample CDs, Sample DVDs, Virtual Instruments, Expansion Packs, Production Music, Library Music, Subscription Services, App Contents (Mobile or otherwise), or in any other collection or service, in any format, or in any product that would involve the re-licensing of ProdByPVRADOX's product copyrights, without our permission.

The contents of this product are not to be used "isolated" in your musical works. They must be used within the context of a musical piece mixed with additional parts.

You may not resell this collection or transfer it to a third-party, as a purchased license is a single-user license and non-transferable.

All copying, lending, duplicating, re-selling, renting, uploading, file sharing or unauthorized trading of this content (or any part of this content) is prohibited by international copyright law. ProdByPVRADOX and content creators will not hesitate to take legal action against any person(s), company or individual(s) who fail to adhere to the terms of this legal agreement. If you have any questions about this license or you wish to report an individual who has flouted the terms of this agreement, then please contact us.

Unless otherwise stated in the individual terms of a loop, sample, sound, tutorial, kit, drum, preset etc, ProdByPVRADOX shall not be deemed the owner of any such Intellectual Property. ProdByPVRADOX serves as a marketplace with a temporary proprietary interest in content placed for sale on its website. Content creators and sound designers are solely and fully responsible for the intellectual property rights of any loop, sample, sound, tutorial, kit, drum, preset, etc that is for sale on prodbypvradox.com. Any claim of infringement or copying shall be initiated against the rightful content creators and sound designers as User hereby acknowledges ProdByPVRADOX shall not be held liable for others intellectual property.

1. This Site is intended only for the purposes specified on the Site. Use of the Site and/or the Content is entirely at your own risk. All Content is provided without any representations or warranties of any kind, either implied or express, to the fullest extent permitted by applicable law and is not intended as specific commercial or legal advice. Specifically, ProdByPVRADOX does not represent or warrant that the Site or the Content will be accurate, up-to-date, complete or free of defects, including without limitation viruses or other harmful elements. ProdByPVRADOX recommends that you activate a virus scan on downloaded files and that you keep a backup copy of your hard drive contents at all times.

2. Any personal information provided by you will be treated with appropriate care and security in accordance with our Privacy Policy. You must be registered with the Site before you purchase or download any products. To register with the Site, you must agree to the terms of the Privacy Policy, agree to keep your password secure and confidential and not allow anyone else to use your email address or password to access the Site; agree not to do anything which would assist anyone who is not a registered User to gain access to any secured area of the Site; and agree not to create additional registration accounts for the purpose of abusing the functionality of the Site, or other users, or to seek to pass yourself off as another User.
3. The Site may display or refer to links to other websites from time to time. ProdBYPVRADOX: (i) does not endorse or take responsibility for the content of such websites, (ii) is not responsible for the availability of such websites; and (ii) will not be liable in any way for any loss or damage which you may suffer by using such websites. If you decide to access linked websites, you do so at your own risk. Any other website may link to our Site, provided it links only to the homepage, does not imply any endorsement of its products or services by ProdBYPVRADOX, does not misrepresent its relationship with or present false information about ProdBYPVRADOX, does not infringe any intellectual property or other right of any person and complies with all relevant laws and regulations. Please note, however, that ProdBYPVRADOX reserves the right to withdraw such permission at any time and to take any other appropriate action.
4. You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Site in any manner. If you in any way Interfere with the Site, you agree to pay all damages incurred by ProdBYPVRADOX. ProdBYPVRADOX will cooperate with the authorities in prosecuting any User who Interferes with the Site or otherwise attempts to defraud ProdBYPVRADOX or any other parties through User's use of the Site or services provided via the Site. ProdBYPVRADOX reserves the right to deny any or all access or service to any User for any reason, at any time, at our sole discretion. User agrees that we may block User's IP address or addresses at any time, and at our sole discretion to disallow User's continued use of the Site without giving you any advance notice. We reserve the right to take any action we may deem appropriate in our sole discretion with respect to violations or enforcement of the terms of this Agreement, and we expressly reserve all rights and remedies available to us at law or in equity.
5. If you believe that you are the owner of the copyright or other rights in any material(s) appearing on ProdBYPVRADOX, and/or that ownership of the copyright or other rights in any material has been incorrectly used or

represented on ProdByPVRADOX, please contact us via email or by post at the address written above.

6. The brands, products and service names used in this Site (including without limitation, "ProdByPVRADOX") are the trademarks or trade names of ProdByPVRADOX or its trading partners unless otherwise stated. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trademarks, trade names or taglines without the prior written permission of ProdByPVRADOX.
7. User agrees that the liability of ProdByPVRADOX to User under this Agreement shall be limited to the amount User has actually paid to ProdByPVRADOX for its services. Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence of ProdByPVRADOX.
8. User agrees to indemnify ProdByPVRADOX for any loss or damage that may be incurred by ProdByPVRADOX, including without limitation legal fees, arising from User's use of the Site or User's use of any information obtained through the Site.
9. If any part, term, or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions shall still remain valid and continue in full force and effect.
10. This Agreement and/or any other terms of service may be changed without prior notice, and any such amendment will be applicable to all Users from the date and time such revised terms have been posted on the Site. User's continued use of the Site or services constitutes agreement with and acceptance of any such amendment or other changes.
11. This Site is intended only for the purposes specified on the Site, and use of the Site and/or all content contained within the Site ("Content") is entirely at your own risk. All Content is provided without any representations or warranties of any kind (implied or express) to the fullest extent permitted by applicable law and is not intended as specific commercial, financial, business or legal advice.
12. All loops, samples, sounds, tutorials and other products purchased from or through ProdByPVRADOX ("Products") are for your own personal use only and must not be shared with or given or transferred to any third party or uploaded to any file sharing site or offered for resale or public transmission unless mixed into your own original music productions. The contract between you and ProdByPVRADOX for the purchase of Products is formed in each case only when we accept your payment and make such Products(s) available for you to download and/or delivery. Due to unavoidable technical limitations, you agree that the number of individual sounds within a product description and the size of the downloaded file is

based upon the highest-quality “.wav” format version of the relevant Product. In every case, ProdByPVRADOX will provide as many files as possible regardless of the overall size of the pack.

13. All Products (including audio packs, sample packs, sound libraries, samples libraries and other sound suites) are sold subject to the terms of the license for use granted by us (“User License”). The User License grants you the right to use and integrate the purchased loops and/or samples within your original mixed music productions. You agree and acknowledge that ProdByPVRADOX and/or the original content creator has a proprietary interest in all sound recordings on or within the Site and that any use by you that frustrates the purpose of this Agreement or circumvents the revenue model of ProdByPVRADOX (including without limitation selling, renting, or otherwise using or distributing un-integrated Content) would likely cause irreparable loss to ProdByPVRADOX in a way that could not be adequately compensated by damages.
14. You may pay for any purchased items using any of our approved debit or credit cards or one of our approved e-money providers. All prices are stated in GBP and are valid until altered by ProdByPVRADOX by posting new or varied prices on the Site. You agree and acknowledge that currency rates change daily and that any exchange rate quoted on the Site is merely a representation of a recent currency rate and that you will be charged according to the actual rate at the applicable time.
15. ProdByPVRADOX cannot be held responsible for damage to any equipment, hardware or software arising from the use of any sounds or any type of data files downloaded from the ProdByPVRADOX website. ProdByPVRADOX cannot be held responsible for any such injury or damage resulting from sounds downloaded from the ProdByPVRADOX website.
16. Your use of the Site and/or its content creates no partnership, client, fiduciary or other professional relationship.
17. Refund Policy. As our products are downloadable, we are unable to provide customers with refunds unless there is a proven fault with the product. Please make sure when you are making a purchase that it is what you want, as mistakes cannot be seen as a reason for refunds.
18. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products

or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and

to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall ProdByPVRADOX, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless ProdByPVRADOX and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United Kingdom.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at contact@prodbypvradox.com.

SMS/MMS MOBILE MESSAGE MARKETING PROGRAM TERMS AND CONDITIONS

ProdByPVRADOX (hereinafter, "We," "Us," "Our") is offering a mobile messaging program (the "Program"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the "Agreement"). By opting in to or participating in any of our Programs, you accept and agree to these

terms and conditions, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. This Agreement is limited to the Program and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

User Opt In: The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program. By participating in the Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). Message and data rates may apply.

User Opt Out: If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from Us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

Duty to Notify and Indemnify: If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and

agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Program Description: Without limiting the scope of the Program, users that opt into the Program can expect to receive messages concerning the marketing and sale of digital and physical products, services, and events.

Cost and Frequency: Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Us.

Support Instructions: For support regarding the Program, text "HELP" to the number you received messages from or email us at contact@prodbypvradox.com. Please note that the use of this email address is not an acceptable method of opting out of the program. Opt outs must be submitted in accordance with the procedures set forth above.

MMS Disclosure: The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.

Our Disclaimer of Warranty: The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control. T-Mobile is not liable for delayed or undelivered mobile messages.

Participant Requirements: You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18) and have your parent's or legal guardian's permission to use or engage with the Platform, or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's Applicable Law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITEC" Act); and
- Any other content that is prohibited by Applicable Law in the jurisdiction from which the message is sent.

Dispute Resolution: In the event that there is a dispute, claim, or controversy between you and Us, or between you and Stodge, LLC d/b/a Postscript or any other third-party service provider acting on Our behalf to transmit the mobile messages

within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim, or controversy will be, to the fullest extent permitted by law, determined by arbitration in Huddersfield , before one arbitrator.

The parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then in effect. Except as otherwise provided herein, the arbitrator shall apply the substantive laws of the Federal Judicial Circuit in which ProdByPVRADOX’s principle place of business is located, without regard to its conflict of laws rules. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years’ experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act (“FAA”). The parties also agree that the AAA’s rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration; however, the arbitrator shall have the power to order one party to pay all or any portion of such fees as part of a well-reasoned decision. The parties agree that the arbitrator shall have the authority to award attorneys’ fees only to the extent expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. The parties agree to arbitrate solely on an individual basis, and this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If any term or provision of this Section is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Section or invalidate or render unenforceable such term or provision in any other jurisdiction. If for any reason a dispute proceeds in court rather than in arbitration, the parties hereby waive any right to a jury trial. This arbitration provision shall survive any cancellation or termination of your agreement to participate in any of our Programs.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept this Agreement, as modified.