

# Terms and Conditions

## **Agreement between User and outoftheblueproductions.llc**

Welcome to outoftheblueproductions.llc. The outoftheblueproductions.llc website (the "Site") is comprised of various web pages operated by Out of the Blue Productions, LLC ("Out of the Blue Productions"). outoftheblueproductions.llc is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of outoftheblueproductions.llc constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

outoftheblueproductions.llc is a Literary and Film Production Site.

The purpose of this website is informational only, related to the company's business of literary and film production.

## **Privacy**

Your use of outoftheblueproductions.llc is subject to Out of the Blue Productions's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting outoftheblueproductions.llc or sending emails to Out of the Blue Productions constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **Children Under Thirteen**

Out of the Blue Productions does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use outoftheblueproductions.llc only with permission of a parent or guardian.

## **Links to Third Party Sites/Third Party Services**

outoftheblueproductions.llc may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Out of the Blue Productions and Out of the Blue Productions is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Out of the Blue Productions is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Out of the Blue Productions of the site or any association with its operators.

Certain services made available via outoftheblueproductions.llc are delivered by third party sites and organizations. By using any product, service or functionality originating from the outoftheblueproductions.llc domain, you hereby acknowledge and consent that Out of the Blue Productions may share such information and data with any third party with whom Out of the Blue

Productions has a contractual relationship to provide the requested product, service or functionality on behalf of outoftheblueproductions.llc users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use outoftheblueproductions.llc strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Out of the Blue Productions that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Out of the Blue Productions or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Out of the Blue Productions content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Out of the Blue Productions and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Out of the Blue Productions or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by Out of the Blue Productions from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Out of the Blue Productions Content accessed through outoftheblueproductions.llc in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Out of the Blue Productions, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Out of the Blue Productions reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you

will fully cooperate with Out of the Blue Productions in asserting any available defenses.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. OUT OF THE BLUE PRODUCTIONS, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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### **Termination/Access Restriction**

Out of the Blue Productions reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Out of the Blue Productions as a result of this agreement or use of the Site. Out of the Blue Productions's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Out of the Blue Productions's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Out of the Blue Productions with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Out of the Blue Productions with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Out of the Blue Productions with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Out of the Blue Productions reserves the right, in its sole discretion, to change the Terms under which outoftheblueproductions.llc is offered. The most current version of the Terms will supersede all previous versions. Out of the Blue Productions encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Out of the Blue Productions welcomes your questions or comments regarding the Terms:

Out of the Blue Productions, LLC  
315 Sycamore Street  
Decatur, Georgia 30030

Email Address:  
info@outoftheblueproductions.llc

Telephone number:  
4044318929

Effective as of 1/1/2020