

# MyLines LLC

## TERMS OF USE

Welcome to MyLines LLC (“MyLines”). We offer software apps and related services to help cast memorize their lines and crew manage their productions for theatre, film and television. The software apps include the MyLines® app and the StagePro™ app (the “Apps”) and the service via [www.mylines.com](http://www.mylines.com) (the “Website”). The Apps and the Website are collectively referred to as “Software.” Please read these Terms of Use (the “Terms”) and our Privacy Policy ([www.mylines.com/privacy](http://www.mylines.com/privacy)) and our rules regarding our forums ([www.mylines.com/forum](http://www.mylines.com/forum)) carefully because they govern your use of our Software.

You may use the Software only if you are 13 years or older, unless we have your parent’s verified consent, and are not barred from using the Software under applicable law. You agree that you will not use the Software in any country or in any manner prohibited by United States export control laws or any other law, restrictions, or regulations that apply to you.

Your downloading, installation, of the Apps or use of the Website and Software constitutes your agreement to follow and be bound by these Terms. We reserve the right to update or modify these Terms and Conditions at any time without prior notice. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by posting the revised Terms on this page. You acknowledge and agree that it is your responsibility to review these Terms, the Privacy Policy, and rules regarding our forums periodically and to be aware of any modifications. Your continued use of the Software after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by the modified Terms, the Privacy Policy, and rules regarding our forums and rules governing our forums.

**1. Software.** MyLines provides the Software as a tool for cast to learn their lines and crew to manage productions. The role of MyLines is limited to making the Software available and servicing user accounts. MyLines may supply Content (plays, screenplays, shows, musicals, scripts, monologues, and all other content that may be uploaded for use with the Software, herein after “Content”) from time to time in its sole discretion; it may also, at the request of users, make user content available to other users of the Software. These Terms apply to all users of the Software, including without limitation, individual users, theater users and users who contribute Content for public access on the Software.

**2. Site Transactions.** In order to access all of the features of the Software, you are required to create an account. When creating your account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account. You may not disclose or share your password with any unauthorized third parties; however, theater users are permitted to share access to their account with their actors. If the security of your account is breached or any unauthorized activity occurs on your account, you must notify MyLines immediately. MyLines reserves the right, in its sole discretion and without notice to you, to terminate your account and/or to restrict your access to all or part of the Software for any reason, including without limitation for extended periods of inactivity.

**3. Uploading Content.** You represent and warrant that you own the Content or have the necessary licenses, rights, consents and permissions to upload Content to the Software and acknowledge and agree that MyLines shall have no liability for any Content that you upload for use with the Software. You further agree that Content you submit to the Software will not contain third party copyrighted material or material that is subject to other third party proprietary rights, unless you have written authorization from the owner of such copyrighted material. If you upload Content to be displayed to all users of the Software, you further agree that MyLines is neither a publisher nor a licensor of your Content and acknowledge and agree that MyLines will neither solicit nor accept royalty payments for the rights to

produce your Content nor will MyLines be liable to you for royalty payments in connection with the Content. MyLines reserves the right to remove Content uploaded for display and use of all users of the Software at any time for any reason.

**4. Software.** Unless otherwise noted, the Software, and all materials comprising the Software, including text, images, illustrations, designs, icons, photographs, video clips, software design and content and other materials, and the trademarks, trade dress and/or other intellectual property including copyrights and patents in such materials, but explicitly excluding the Content (collectively, the “Intellectual Property”), are owned, controlled or licensed by MyLines.

We welcome feedback, comments and suggestions for improvements to the Software which can be submitted to [info@mylines.com](mailto:info@mylines.com). By providing us feedback you grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the feedback for any purpose.

#### **5. Financial.**

**App Stores.** You and MyLines acknowledge our individual agreement to the terms of governing use at the Apple App Store and the Google Play Store.

**Subscriptions.** Some of the Software, such as the StagePro system, requires payment of a fee for use of the software (or certain portions thereof) by purchasing a subscription (“Subscription”) for such use.

**General.** When you purchase a Subscription (each, a “Transaction”), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction, unless we agree otherwise to a different payment mechanism. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, “Payment Information”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).

**Subscriptions.** If you purchase a Subscription, you will be charged the monthly Subscription fee, plus any applicable taxes, and other charges (“Subscription Fee”), at the beginning of your Subscription and each month thereafter, at the then-current Subscription Fee. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month, using the Payment Information you have provided until you cancel your Subscription. By agreeing to this Agreement and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or MyLines. Your Subscription continues until cancelled by you or we terminate your access to or use of the Software or Subscription in accordance with this Agreement.

**Additional Payment Terms.** If you dispute any charges you must let us know within sixty (60) days after the date that the charge was incurred. All amounts paid are non-refundable, and we reserve the right to change our prices in the future. We may change the Subscription Fees upon advance notice to you. If you want to continue with a Subscription after we provide such notice then, you agree to the payment of the changed Subscription Fee as communicated to you in such notice and your continued use of the Software after the price change goes into effect constitutes your agreement to pay the changed amount.

Past due fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

**Cancelling Subscription.** If something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we'll refund any payment you have already remitted to us for such Transaction. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. EXCEPT AS SET FORTH ABOVE WITH RESPECT TO YOUR INITIAL SUBSCRIPTION PURCHASE, REFUNDS ARE ONLY ISSUED IF REQUIRED BY LAW. To cancel, you can send an email to sales@mylines.com. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Software will continue until the end of your then current Subscription period and will then terminate without further charges.

**5. Copyright Complaints.** MyLines respects the intellectual property rights of others and expect its users to do the same. If you believe that the content of any communication provided by you, or any Content appearing on the Software, has been used in a manner that constitutes copyright infringement, please provide our legal department with a written notice (email is sufficient) that includes the following information: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed; (iii) a description of where the material that you claim is infringing is located on the Software; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our copyright agent for notice of claims of copyright infringement on this Software is to be sent to legal@mylines.com or Copyright c/o MyLines LLC 4800 North Federal Highway, Suite B306 Boca Raton FL 33431.

**6. Links to Other Web Sites and Software.** The Software may contain links to other web sites that are not under the control of MyLines. Interactions that occur between you and the third party are strictly between you and such third party and are not the responsibility of MyLines. MyLines is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their websites. MyLines has no responsibility for the linked websites nor does linking constitute an endorsement of any linked website. You should direct any concerns regarding any external link to the website administrator or webmaster of the third party website. Links are provided solely for the convenience and information of the Software's users and MyLines is in no way responsible for the content on such third-party websites.

**7. System Integrity.** You agree not to distribute the Intellectual Property in any form or in any medium whatsoever without the prior written authorization of MyLines. You agree not to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with (or attempt, encourage or support anyone else's attempt to do any of the foregoing) the Software. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Software or any transaction conducted on the Software. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure. Without intending to limit the remedies available to MyLines, you acknowledge and agree that a breach of this section is likely to result in material and irreparable injury to MyLines for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, MyLines shall be entitled to obtain a temporary restraining order and/or a preliminary injunction restraining you from engaging in activities prohibited by this section. MyLines shall be entitled to reimbursement for reasonable attorney's fees incurred by it in the enforcement of this section. You

hereby waive any requirement that MyLines obtain a bond or any similar device in connection with any injunctive relief MyLines may be entitled to seek under this section.

**8. Disclaimer.** THE SOFTWARE AND ALL MATERIALS OR ITEMS PROVIDED OR SOLD BY MYLINES OR THIRD PARTIES THROUGH THE SOFTWARE ARE PROVIDED “AS IS.” MYLINES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY, TIMELINESS OR USEFULNESS OF ANY MATERIALS PROVIDED THROUGH THE SOFTWARE. MYLINES DOES NOT GUARANTEE THAT YOUR ACCESS TO OR USE OF THE SOFTWARE WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE OR SECURE.

**9. Indemnification.** You hereby agree to indemnify, defend and hold MyLines and its officers, directors, owners, members, managers, agents, information providers, affiliates, consultants, advisors, licensors and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of or relating to your use of the Software or any breach by you of these Terms or the foregoing representations, warranties and covenants, including, without limitation, reasonable attorneys' fees. You shall cooperate fully in the defense of any claim. MyLines reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not enter into any settlement terms which affects the rights of MyLines without MyLines' prior written approval.

**10. Limitation on Liability.** You will not hold MyLines responsible for the Content. You acknowledge and agree that MyLines does not provide any Content and has no control over, and does not guarantee the quality, safety or legality of the Content. NEITHER MYLINES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SOFTWARE SHALL BE RESPONSIBLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGE OR LOSS INCURRED IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SOFTWARE OR ANY OF THE MATERIALS PROVIDED BY MYLINES OR THIRD PARTIES THROUGH THE SOFTWARE, OR ANY DAMAGE OR LOSS INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN PERFORMANCE OF THE SOFTWARE, REGARDLESS OF THE CLAIM AS TO THE NATURE OF THE CAUSE OF ACTION, EVEN IF MYLINES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MYLINES' AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR LICENSORS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).

**11. Risk of Loss.** You hereby acknowledge that the use of the Software and the materials available thereon is at your sole risk.

**12. Dispute Resolution Through Binding Arbitration.** Other than those matters described under “Exclusions from Arbitration” below, you and we agree that all disputes, claims, or controversies arising out of or relating in any way to these Terms (including the validity, enforceability or scope of this Section) of the Software or any content or services thereon (each, a “Dispute”), that cannot be resolved through negotiation in accordance with the “Notice of Dispute; Negotiation” clause below, shall be settled by final binding arbitration, in accordance with the Terms of this Section and to the extent permitted by law. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. You agree that the U.S. Federal Arbitration Act applies to this agreement.

**Exclusions from Arbitration**

YOU AND WE AGREE THAT ANY CLAIM FILED BY EITHER PARTY IN SMALL CLAIMS COURT IS NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

**RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER:**

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO MYLINES LLC 4800 NORTH FEDERAL HIGHWAY, SUITE B306, BOCA RATON, FL 33431 BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR ACCOUNT INFORMATION, IF YOU HAVE ONE, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION.

**Notice of Dispute; Negotiation**

IF YOU HAVE A DISPUTE WITH US, YOU MUST SEND WRITTEN NOTICE TO MYLINES LLC 4800 NORTH FEDERAL HIGHWAY, SUITE B306, BOCA RATON, FL 33431 TO GIVE US THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION.

You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If we do not resolve your Dispute within 60 days from receipt of notice of the Dispute, either party may pursue a claim in arbitration pursuant to the Terms of this Section.

**Initiation of Arbitration Proceeding**

If you or we have a Dispute with such party elects to resolve through arbitration, the party initiating the arbitration proceeding shall initiate it with the American Arbitration Association ("AAA") under its rules and procedures, as modified by this Section. The AAA's rules are available at [www.adr.org](http://www.adr.org). A form for initiating arbitration proceedings is available on the AAA's site at <http://www.adr.org>. In addition to filing this form with the AAA in accordance with its rules and procedures, you must send a copy of the completed form to us.

You and we agree to treat the arbitration proceedings and any related discovery as confidential. The Terms of this Section govern in the event they conflict with the rules of the AAA.

**Location of Arbitration**

Your agree that the arbitration proceedings shall be held in Palm Beach County Florida.

**Class Action Waiver**

YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE SPECIFICALLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF

NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER SITE USERS.

**13. Choice of Law.** These Terms shall be construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions. Any dispute arising under these Terms shall be resolved exclusively by the state and/or federal courts located in Palm Beach County, Florida. You hereby consent to the personal jurisdiction of such courts for any and all claims arising under or related to these Terms or your use of the Software. The waiver of any provision of the Terms shall not be considered a waiver of any other provision or of MyLines' right to require strict observance of each of the Terms herein. If any provision of these Terms is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. If any of the provisions of these Terms are determined to be invalid or unenforceable, then each invalid or enforceable provision will be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect.

**14. Termination.** These Terms are effective unless and until terminated by either you or MyLines. You may terminate your use of the Software at any time. MyLines may also terminate your MyLines account and/or StagePro account with or without cause at any time without notice, and accordingly may deny you access to the Software, if in MyLines' sole judgment you fail to comply with any term or provision of the Terms. The obligations and liabilities of the parties incurred prior to the termination date and Sections 9, 10, 11, 12, 13, and 14 of these Terms shall survive the termination of your MyLines account and/or StagePro account and use of the Software.

**15. Entire Terms.** These Terms constitute the entire agreement between you and MyLines with respect to your access and use of the Software and supersede all prior or contemporaneous agreements (whether oral, written or electronic) between you and MyLines with respect to the Software. MyLines may assign these Terms (i) to any of its affiliates, (ii) to the surviving entity in the event of a merger, acquisition, or the sale of all or substantially all of the assets of MyLines or (iii) in connection with the sale of the Software or the business unit associated with the Software.

Last updated: May 24, 2018