

Hand Craft Enterprises, LLC

Terms of Use Agreement

Last Revised on October 31, 2019

This Terms of Use Agreement (“ToU”) is made between Hand Craft Enterprises, LLC a series LLC (“Hand Craft,” “we,” “us” or “our”) and you, the individual choosing to use our online services (“you” or the “user”).

Services this ToU Covers

Hand Craft is a film studio that creates a variety of audiovisual content for users to download/stream and offers production services for other filmmakers and companies. This ToU applies to all online services operated by Hand Craft including this website, our social media accounts, and any future online services that we develop (the “Services”).

Services this ToU Doesn’t Cover

We love supporting our partners and sponsors, and to show our appreciation, we occasionally link to their websites and services. When you click on one of these links, you are leaving Hand Craft, and this ToU no longer applies. The way our partners or other third-parties do business is out of our hands, and we assume no responsibility for the content, privacy policies, or practices of any third-party website or service that we link to.

Acceptance of ToU

We know these ToU’s aren’t very exciting to read. However, by accessing our Services, it is implied that you agree to comply and be legally bound by the terms set out in this agreement, which is why you really should stick it out and read the whole thing. While you are at it, you should also head over and check out our [Privacy Policy](#) as well.

Changes to Terms

From time to time, we may need to make changes to this ToU and may do so at any time. The date at the top of this ToU represents when this ToU was last revised. If we make a change to any terms that we believe in our discretion materially affects the way our Services apply to you, we will notify you in advance. It is important to check this ToU from time to time to ensure that you are all caught up to date. By continuing to access or use our Services after a change has occurred, you agree to be bound by our updated ToU.

Conditions Before You Access Our Services

While we love children, our Services are not targeted or intended to be used by people under the age of 13, and all children between the ages of 13 and 16 must have permission from their parent or guardian before accessing our Services. Additionally, to purchase any of our content or to make a donation to our business you must be over the age of 18. If you are accessing

our Services on behalf of a company, you must be authorized by the company to use our Services and enter into this ToU.

Hand Craft User Accounts

Simply here to browse our website? Go right ahead – no account is needed! However, if you wish to purchase content, subscribe to content, donate or comment on our blog, you will be required to create an account with us. To register for an account, you will be required to provide us with some personal information such as your email address, name, and password. Don't worry, any personal information that you provide to us will be treated in accordance with our [Privacy Policy](#). There may be a short time period while we verify your account details, so please be patient.

Pricing and Billing

You can find the cost of our content clearly marked on the content or subscription package that you are looking at on our website. There may be times when we need to make changes to our pricing, as such prices advertised are not guaranteed until a purchase has been made. Payment for content is due upon purchase, and we do not offer any payment plans. Currently, we are using the PCI compliant systems [PayPal](#) and [WooCommerce](#) to process credit card transactions; this means we never personally see your credit card information.

Non-Refundable Purchase

Once a purchase has been made and delivered to you, you will not be able to cancel your purchase, and no refunds will be issued by Hand Craft unless the content is defective in nature. It is your responsibility to ensure that our content can be downloaded and played on the computer operating system that you are using BEFORE making a purchase.

Getting Access to Your Content

Upon purchasing or subscribing to our content, you will have immediate access to the content. If for some reason you are having issues with access or a download, please reach out to our support team for help.

Blog User Guidelines

Upon signing up for an account, you will be able to comment on our blog and community with the Hand Craft team as well as other users. The purpose of this blog is to answer questions you may have about our content and to facilitate a community of like-minded creatives!

To make sure that the blog is enjoyable for everyone, we have established some ground rules to follow. Hand Craft will not be liable for any content posted on the blog, but we may as an administrator delete posts or remove users that, in our discretion, we find inappropriate (remember, the internet is public and forever).

- Please don't:
 - Use the blog to spam or send unsolicited commercial posts;

- Share, upload, copy, distribute, exploit or otherwise make available for commercial use any content that is not solely owned by you or that you have not secured the rights in;
 - Upload or post any content that infringes or violates the rights of any third-party, including, without limitation, any intellectual property rights, rights of privacy, rights in contract, rights of publicity, or rights in confidential information;
 - Upload or post content that is unlawful, abusive, unfairly critical, defamatory, pornographic or obscene; or
 - Upload or post content that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender, identity, or sexual orientation.
- Please do:
 - Give constructive feedback on our content how Hand Craft can improve our Services and content;
 - Ask questions about our content and the film industry in general;
 - Network and make friends; and
 - Be a nice human!

Suspension and Termination of Your Accounts

- Involuntary Suspension or Termination of Your Account

Hand Craft will make best efforts to notify you if we have a reason to believe that you have violated this ToU and may issue you a written warning outlining the behavior that we believe is in violation. However, we reserve the right to suspend or terminate your Hand Craft account and/or block you from commenting on the blog without warning.
- Voluntary Termination of Your Account

You are free to voluntarily delete your Hand Craft account by requesting for Hand Craft to terminate your account manually. Deleting your account may mean that you may no longer have access to your user portal or Hand Craft content. Hand Craft cannot guarantee that all information that you have previously provided to Hand Craft will be deleted along with your account – if you want to ensure that this happens, please contact us. We will be sad to see you leave!

[BEWARE THIS IS WHERE SOME OF THE MORE COMPLICATED AND NECESSARY LEGAL EXPLANATIONS BEGIN. PLEASE READ CAREFULLY!]

Intellectual Property

Hand Craft retains ownership of all intellectual property in the content. By granting you access to our Services and content, Hand Craft does not grant or transfer to you any other rights, title or interest, other than a limited license defined below. You also do not have permission to remove or alter any intellectual property notices or hand Craft branding that may be contained in our content.

Hand Craft Content Grant of License

Hand Craft grants to you a limited, non-exclusive, non-transferable, revocable license to access, download, stream and use Hand Craft Services for personal non-commercial purposes only. While we encourage you to watch our content with family and friends, this license does not permit you to show our content in a public place. If you wish to show our content in a public place, please reach out to us to discuss this type of license. Further, you are not permitted to make unauthorized reproductions of our content or disseminate our content on other online platforms. Hand Craft reserves the right to terminate this license at any time if your use of our Services is not in strict compliance with this ToU.

Your Content Grant of License

By posting content onto our blog, you initiate an automated process where the Content is stored on Hand Craft servers and made available to users of the Hand Craft blog. To the extent that it is necessary for Hand Craft to provide our Services, you grant Hand Craft a limited, worldwide, royalty-free, non-exclusive license to reproduce, transmit, distribute, publicly display, and otherwise make your blog content available through our Services. You do not have any obligation to provide additional blog content and may remove or request for removal of your blog content from the website by using the online tools available through the blog or by reaching out directly to our support team.

Copyright Policy

Hand Craft respects the intellectual property rights of others. It is our policy to respond to and investigate any claim that content used in connection with our Services infringes on the copyright or other intellectual property rights of any person or entity. If you are a copyright owner or an authorized agent of a copyright owner, and you believe that content on our Services infringes on another copyrighted work, please submit your claim via email to bnaleid@handcraftenterprises.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged infringement. In accordance with 17 U.S.C. 512(c)(3) of the Digital Millennium Copyright Act (DMCA), your claim must include:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on our Services where the material that you claim is infringing is located;

- 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 owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized agent permitted to act on the copyright owner's behalf.

Please be aware that you may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims relating to content that you report as being allegedly infringing in nature.

Representations and Warranties

- Hand Craft's Representations and Warranties

HAND CRAFT'S SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." HAND CRAFT MAY USE REASONABLE EFFORTS TO CORRECT ERRORS AND OMISSIONS IN OUR SERVICES. HOWEVER, HAND CRAFT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT THAT THE LAW OF THE JURISDICTION PERMITS. HAND CRAFT DOES NOT WARRANT THAT USE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT DATA WILL NOT BE LOST. HAND CRAFT IS NOT RESPONSIBLE FOR ENSURING THAT YOU COMPLY WITH ALL OF OUR TERMS AND CONDITIONS AND WILL NOT BE LIABLE FOR ANY ACTIONS THAT RESULT FROM YOUR NON-COMPLIANCE.

- User Representations and Warranties

By using Hand Craft's Services, you represent and warrant that:

- You are free to enter into and comply with this ToU and are not under any disability, restriction or prohibition, contractual or otherwise, that prevents you from entering into this ToU;
- You have read and agree to this ToU and our Privacy Policy and will not use Hand Craft's Services for any fraudulent or inappropriate purpose or in a way that violates these terms and conditions;
- You will not try to reverse engineer our site or software to circumvent access to our content without payment; and
- You will not violate our intellectual property rights in the content licensed to you under this ToU.

Limitation of Liability

IN NO EVENT WILL HAND CRAFT BE LIABLE FOR ANY CONTENT THAT YOU ADD TO OUR BLOG OR OUR SERVICES THIS INCLUDES ANY CLAIMS ARISING AS A RESULT OF OBSCENE, NEGATIVE OR DEFAMATORY CONTENT, YOUR FAILURE TO PROVIDE ACCURATE OR COMPLETE

INFORMATION, YOUR FAILURE TO KEEP PERSONAL INFORMATION CONFIDENTIAL OR YOUR FAILURE TO COMPLY WITH ANY OTHER LAWS. HAND CRAFT WILL ALSO NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, CHANGES TO THE SERVICES OR PLATFORM, TEMPORARY OR PERMANENT SUSPENSION OF SERVICES, DAMAGE TO COMPUTER OR HARDWARE, SECURITY BREACHES, INTERRUPTION OF BUSINESS, LOST PROFITS, BREACH OF A THIRD-PARTY CONTRACT, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER RESULTING FROM AN ACTION UNDER CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF HAND CRAFT UNDER THIS TOU EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO HAND CRAFT FOR OUR SERVICES. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY ABOVE, HAND CRAFT'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE JURISDICTION. YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A FAIR AND REASONABLE ALLOCATION OF RISK AND HAVE BEEN REACHED DUE TO FUNDAMENTAL BARGAINING BETWEEN YOU AND HAND CRAFT.

Indemnification

You agree to indemnify and hold Hand Craft harmless from any and all claims, losses, liability, damages, expenses, and costs (including attorney fees, mediation, arbitration, and court costs), resulting from:

- any breach by you of this ToU;
- any third-party claim arising from content that you have posted on our blog or otherwise uploaded onto our Services, including, but not limited to, claims of copyright infringement, trademark infringement, right of publicity, rights of privacy, breach of contract, defamation, fraud, misrepresentation, inaccuracy, discrimination, abuse, pornography or obscenity; and
- any activity related to your account, unless the activity was caused by the act or default of Hand Craft.

Privacy, Cookies and Data Protection

We care about your personal information, and all personal information that you provide to us is collected by us and used in accordance with our [Privacy Policy](#). Our use of cookies and data protection systems are also explained in our Privacy Policy.

International Users

Hand Craft's Services are controlled, operated and administered from our offices within the United States of America and are not intended to be subject to the laws or jurisdiction of any country outside of the United States of America. WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES ARE APPROPRIATE, LEGAL OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES OF AMERICA. Those who choose to access Hand Craft outside of the United States of America do so on their own initiative and assume all risks associated with such access, including but not limited to any compliance with their particular jurisdictions' laws and regulations and any United States export controls. We

reserve the right to limit our Services, in whole or in part, to any geographic location or jurisdiction we choose.

Dispute Resolution

THIS SECTION OF OUR TERMS AND CONDITIONS SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. PLEASE ENSURE THAT YOU READ THIS SECTION CAREFULLY AND FULLY UNDERSTAND THIS SECTION BEFORE USING AND ACCESSING OUR SERVICES. THIS SECTION WILL SURVIVE TERMINATION OF THIS TOU AND THE TERMINATION OF YOUR HAND CRAFT ACCOUNT.

- Letting Us Know About Complaints

At Hand Craft, we hope that we can work out any complaints or differences that we may have with you respectfully and calmly. If you have any concerns about the Services that Hand Craft has provided, please reach out to Hand Craft to let us know. If we cannot work out our differences together, then the following mandatory binding arbitration will apply to resolve the dispute.

- Mandatory Binding Arbitration

If any controversy or claim arising out of, or relating to, this ToU, Hand Craft's Services, our Privacy Policy or any other legal agreement entered into relating to Hand Craft, cannot be amicably resolved, such controversy or claim will be determined by binding arbitration rather than in a court of law. Except that mandatory binding arbitration will not apply with respect to any claims relating to infringement or misuse of intellectual property.

The binding arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (the "AAA") and administered by the AAA. Arbitration must be commenced by filing a demand for arbitration with the AAA within one (1) year after the claim occurs or within one (1) year of the party asserting the claim becoming reasonably aware of the act or omission giving rise to the claim. If applicable law prohibits a one-year statute of limitations for asserting claims, claims must be asserted within the shortest period of time permitted by the applicable law. Except for attorney fees, all other costs associated with the arbitration will be shared equally between the parties, except where the AAA Rules provide otherwise. If an arbitrator determines a claim against Hand Craft to be frivolous or an opinion is found in our favor by the arbitrators, you agree to reimburse Hand Craft for all reasonable fees associated with the arbitration, including attorneys' fees and arbitration costs.

- Class Action Waiver

You agree to waive any right to participate in a class or representative action or proceeding and warrant that any claims brought against Hand Craft will be initiated only in your individual capacity. Any relief awarded by an arbitrator or otherwise will not affect other users of Hand Craft's Services.

Assignment

You are not entitled to assign this ToU, in whole or in part, to another person, without the prior written consent of Hand Craft. Hand Craft reserves the right to assign this ToU, in whole or in part, to any third party at any time without notice, including but not limited to any individual or entity acquiring all or substantially all of the Hand Craft business or assets. However, we will do our best to let you know if there has been a substantial change in the ownership of Hand Craft.

Survival of Terms Beyond Termination

All provisions in this ToU that specifically state or logically ought to survive the termination of this ToU, or the termination of a user's account, will survive such termination.

Waiver and Severability

No waiver by Hand Craft of any term or condition in this ToU will be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same, or any other term or condition of this ToU or any other agreement. If any term or condition in this ToU is declared to be invalid, illegal or unenforceable, for any reason, the remainder of the provisions will remain in effect and will be enforceable to the fullest extent possible.

Applicable Law and Jurisdiction

Except where otherwise required by mandatory law, this ToU, as well as our Privacy Policy, are to be governed by and interpreted, constructed, and enforced in accordance with the laws of Texas and in the exclusive jurisdiction of Travis County.

Entire Agreement

This ToU represents the entire and exclusive agreement between Hand Craft and our users. All previous written and oral agreements and communications related to the subject matter of this ToU are superseded.

Contact Us

Thanks for your patience in getting through all of the necessary legal language of this document! We have tried to be as clear as possible in communicating our expectations when it comes to using our Services. However, if you have any questions about this ToU, our Privacy Policy, or Hand Craft's Services in general, just reach out! We would be more than happy to explain.

Hand Craft Enterprises, LLC a series LLC
PO BOX 41094, Austin, TX 78704
bnaleid@handcraftenterprises.com