

WEBSITE TERMS OF USE

1. INTRODUCTION

This website located at [www.elevationpictures.com] (the “**Website**”) is made available to you by Elevation Pictures Corp. (“**Elevation**”, “**we**”, “**us**” or “**our**”).

The following terms and conditions (the “**Terms of Use**”) are the terms and conditions for the use of the Website.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE.

These Terms of Use constitute a legally binding agreement between you and Elevation regarding your access to and use of the Website. By accessing or using the Website, you agree to be bound by these Terms of Use. You should also read our [Privacy Policy](#), which is incorporated by reference into the Terms of Use.

These Terms of Use are effective as of the date below. We may update or revise these Terms of Use from time to time by publishing a notice of such updates on the Website. You agree that you will review these Terms of Use periodically. If you do not agree to the terms of these Terms of Use or any modified version of these Terms of Use, your sole recourse is to terminate your use of the Website. If you breach any of these Terms of Use, your authorization to use the Website automatically terminates and you must discontinue all use of the Website.

You acknowledge and agree that the form and nature of the Website may change from time to time without prior notice to you. You also acknowledge and agree that we may stop (permanently or temporarily) providing the Website at our sole discretion without prior notice.

2. USE OF THE WEBSITE BY YOU

Your use of the Website is subject to all applicable local, provincial and federal laws and regulations.

Unless you have been specifically permitted to do so in a separate agreement with us, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Contents (defined below) or any of our products and services for any purpose.

You agree that you will not use the Website to:

- promote or engage in any unlawful or illegal activities or internet abuse, including unsolicited advertising and spam;
- promote, upload, post, or otherwise make available any material that is abusive, harassing, obscene, vulgar, hateful, sexually explicit, invasive of another’s privacy, defamatory or otherwise objectionable or illegal, or that discriminates based on race, gender, religion, nationality, disability, sexual orientation, age, family status or any other legally protected class;
- upload, post or otherwise make available any material that contains viruses, malware or other malicious software
- upload, post, or otherwise make available any material that you do not have a right to make available or that infringes any patent, trade-mark, trade secret, copyright or other proprietary rights of any person. You shall be solely liable for any damage resulting from any infringement of the intellectual property of any third-party;

- create a false or clearly fictional profile;
- engage in any activity that interferes with or disrupts the use of the Website, including bypassing any measures we may use to prevent unauthorized access to the Website;
- engage in any activity that attempts to extract any proprietary software used to maintain the Website;
- track, trace, scrape or harvest any information on the Website or any other person who visits the Website; or
- sell or otherwise monetize the Website without our consent.

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which we may suffer) of any such breach.

3. USE OF THE WEBSITE THROUGH MOBILE DEVICES

You may access and use the Website through a mobile device, including through a mobile application. You are solely responsible for any software requirements and for any data charges and fees associated with accessing and using the Website through a mobile device.

4. ONLINE TICKET PURCHASE

You may be able to purchase movie tickets online through the Website using a third-party online movie ticketing service (for example, movietickets.com). You will be directed to the service provider's website to purchase your movie tickets. The service provider's terms and conditions of use and privacy policy apply to any movie tickets purchased using the service. If you have any questions about the service or your purchase, please contact the service provider directly.

5. LINKS TO THIRD-PARTY SITES

Use of certain links on the Website will direct you away from the Website to third party websites. Such third party websites are not under the control of Elevation, and Elevation is not responsible for the contents of any such website or any link contained in such website. The third party links included on the Website are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by us of any such website or the products or services offered therein. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk. You acknowledge and agree that Elevation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third party websites.

6. PRIVACY AND PERSONAL INFORMATION

By accessing or using the Website, you understand that we will collect and use certain information about you, including personal information. For more information about our collection, use, disclosure and protection of your personal information, please read our Privacy Policy at [<https://www.elevationpictures.com/Elevation-Pictures-Privacy-Policy.pdf>]. Questions or requests with respect to your personal information may be sent via email to privacy@elevationpictures.com.

7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The contents of the Website include, without limitation, all information, data, products, materials, services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video

contents, artwork and graphics contained therein or otherwise made available to you in connection therewith (collectively the “**Contents**”) and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term Website includes all of the Contents.

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8. THIRD-PARTY INFORMATION

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9. WARRANTY DISCLAIMER

SOME PROVINCES AND TERRITORIES DO NOT ALLOW FOR THE EXCLUSION OF WARRANTIES (INCLUDING THE PROVINCE OF QUEBEC). IN THESE PROVINCES AND TERRITORIES, YOU HAVE ONLY THE WARRANTIES THAT ARE EXPRESSLY REQUIRED TO BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW.

IN ALL OTHER PROVINCES AND TERRITORIES, EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR USE OF THE WEBSITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE". WE EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. YOUR SOLE AND EXCLUSIVE REMEDY, AND OUR SOLE OBLIGATION TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE WEBSITE, IS THAT YOU ARE FREE TO DISCONTINUE YOUR USE OF THE WEBSITE AT ANY TIME.

10. LIMITATION OF LIABILITY

SOME PROVINCES AND TERRITORIES DO NOT PROVIDE EXCLUSION OF LIMITATION OF LIABILITY FOR ALL TYPES OF DAMAGES (INCLUDING THE PROVINCE OF QUEBEC). IN THOSE

PROVINCES, WE WILL ONLY BE LIABLE TO YOU FOR DAMAGES THAT WE ARE EXPRESSLY REQUIRED TO BE LIABLE TO YOU UNDER APPLICABLE LAW.

IN ANY OTHER CASE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH YOUR USE OF THE WEBSITE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOST OPPORTUNITIES, LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS.

THE LIMITATIONS ON OUR LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11. GENERAL

These Terms of Use, including the Privacy Policy, constitute the entire agreement between you and us relating to your use and our provision of the Website.

You agree that we may provide you with notices, including those regarding changes to these Terms of Use, by email or postings on the Website.

The parties agree that if a party does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which it has the benefit of under any applicable law), this will not be taken to be a formal waiver of its rights and that those rights or remedies will still be available to the party.

If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms of Use and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

The parties hereto confirm that they have requested that these Terms of Use and all related documents be drafted in English. Any French translation hereof has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties. *Les parties aux présentes ont exigé que la présente entente et tous les documents connexes soient rédigés en anglais. Toute traduction de celle-ci est non-officielle, est fournie à des fins d'information seulement et ne crée aucun lien contractuel entre les parties.*

The laws and regulations in force in your province of residence and the federal laws applicable therein shall govern these Terms of Use in all respects, without giving effect to conflicts of laws principles, and the courts of your province shall have jurisdiction to hear any question concerning such use.

No e-mail address found on the Website may be harvested or otherwise used for purposes of solicitation.

12. OBTAINING CONSENT

To request the consent of Elevation for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to admin@elevationpictures.com. We reserve the right to refuse any such requests in its sole discretion.

Date: June 8, 2018