

Terms of Service

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1. Introduction

Welcome to Early Media! By using this Site, you agree to these Terms of Service (“Terms”) and acknowledge that you have read and understood our Privacy Policy. These Terms are a binding agreement between you (“you” or “User”) and Early Media Productions, LLC (“Early Media”) governing your use of <https://early.media> and any other associated mobile or websites or applications made generally available by Early Media (collectively, the “Site”). As a User, your access to and use of the Site is conditioned upon your acceptance of and compliance with these Terms. Please read them carefully. If you do not agree to these Terms, you must not access or use the Sites.

By accessing the Site, you accept these Terms and warrant and represent that you are at least 18 years old or the age of legal majority in your jurisdiction and you have authority to bind yourself to these Terms. Please read these Terms, including the arbitration agreement in Section 10, carefully. By continuing to access or use the Site after any modifications to these Terms become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you must stop using the Site. We encourage you to review the Terms whenever you access or use the Site to stay informed about our current terms of service.

2. Licenses

Subject to these Terms, Early Media grants you a non-exclusive, non-transferable, right to access and use the Site solely for personal, non-commercial purposes. All rights not expressly granted to you are reserved by Early Media, its clients, and its licensors. Early Media reserves the right to modify, suspend, or discontinue any part of the Site, temporarily or permanently, with or without notice to you, and Early Media will not be liable for any modification, suspension, or discontinuation of any part of the Site.

3. User Responsibilities

As a User of the Site, you agree to:

- use the Site only for lawful purposes and in accordance with these Terms;
- not violate any community rules that Early Media may impose;
- not use the Site to engage in any activity that would constitute a violation of any law, regulation, or that infringes on the rights of any third party;
- not impersonate any person or entity, including, but not limited to, an Early Media official, forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- not to attempt to probe, scan or test the vulnerability of any Early Media system or network or breach any security or authentication measures;
- not to avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Early Media or any of Early Media's providers or any other third party to protect the Site;
- not to use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any material on the Site;
- not interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site; and
- not copy, modify, adapt, distribute, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site or any software used on or for the Site, or cause others to do so.

4. Termination

This clause outlines the conditions under which Early Media may terminate your access to the Site, as well as your rights and responsibilities in such events.

- **Termination:** Early Media may terminate your access to the Site at any time, with or without cause, and with or without notice. Upon termination, you must cease all use of the Site and destroy all copies of any content obtained from the Site.
- **Effect of Termination:** Upon termination, all rights granted to you under these Terms will cease immediately, and you will no longer have access to the Site.
- **Survival:** Clauses that, by their nature, should survive termination of these Terms will remain in effect post-termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

5. Intellectual Property Rights

By accepting these Terms, you acknowledge and agree that all intellectual property rights in and to the Site, including but not limited to copyrights, trademarks, Site marks, patents, trade secrets, and all other proprietary rights, are owned by Early Media or its licensors. The Site and any associated materials, content, and features provided to you are licensed, not sold, to you, and you have no rights in them other than to use them in accordance with these Terms.

Early Media reserves all rights not expressly granted to you in these Terms. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, patent, trademark, and other laws.

6. Disclaimer of Warranties

THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. EARLY MEDIA EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EARLY MEDIA DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED.

YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SITE IS AT YOUR SOLE RISK. EARLY MEDIA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EARLY MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SITE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (IV) ANY OTHER MATTER RELATING TO THE SITE. IN NO EVENT WILL EARLY MEDIA'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE EXCEED ONE HUNDRED US DOLLARS (\$100). THE INCLUSION OF ANY THIRD-PARTY LINK ON THE SITE DOES NOT IMPLY ENDORSEMENT BY EARLY MEDIA OF SUCH THIRD-PARTY SITE OR CONTENT. EARLY MEDIA IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, OR PRACTICES OF THIRD PARTY SITES LINKED TO FROM THE SITE.

THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL SURVIVE AND

APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. Copyright Policy

Under the Digital Millennium Copyright Act of 1998 (the “DMCA”) if you believe in good faith that any content on the Services infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent’s) physical or electronic signature; (b) identification of the copyrighted work on our Services that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Services; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. You may read more information about the DMCA [here](#).

Notices should be sent to our Copyright Agent, [*] at [COPYRIGHT AGENT ADDRESS], Attn: Legal, or [COPYRIGHT AGENT EMAIL ADDRESS]. There can be penalties for false claims under the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice.

8. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Early Media, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from any violation of these Terms, any breach of your representations and warranties set forth in these Terms, or any activity related to your accessing and using the Site (including negligent or wrongful conduct).

This indemnification obligation will survive the termination or expiration of these Terms and your use of the Site.

9. Governing Law

Subject to Section 10, these Terms of Service and any disputes arising out of or related to the Site provided by Early Media shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of laws provisions. By using the Site, you agree to submit to the exclusive jurisdiction of the courts located within the state of Texas for the resolution of any disputes arising out of or relating to these Terms or the Site.

10. Dispute Resolution

This Dispute Resolution clause is governed by the laws of the State of Texas and applies to any disputes arising out of or in relation to these Terms of Service between Early Media and the User. In the event of a dispute, the parties agree to first attempt to resolve the issue amicably through good faith negotiations.

If the dispute cannot be resolved through negotiation within a period of thirty (30) days, the parties agree that the dispute shall be resolved exclusively through binding arbitration. The arbitration shall be conducted by a single arbitrator, selected in accordance with the rules of the American Arbitration Association. The arbitration will take place in Texas, and the language of the arbitration shall be English.

The decision of the arbitrator shall be final and binding on both parties, and may be entered as a judgment in any court of competent jurisdiction. The costs of arbitration, including the arbitrator's fees, shall be shared equally by the parties, unless the arbitrator decides otherwise based on the circumstances of the case.

By agreeing to these Terms, both Early Media and the User waive their right to a trial by jury or to participate in a class action lawsuit. This arbitration agreement will survive the termination of the relationship between Early Media and the User.

11. Amendments to these Terms of Service

Early Media reserves the right, at its sole discretion, to modify or replace any part of these Terms of Service at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of or access to the Site following the posting of any changes to these Terms constitutes acceptance of those changes. Early Media may also, in the future, offer new Sites and/or features through the Site (including, the release of new tools and resources). Such new features and/or Sites shall be subject to the current Terms.

12. Miscellaneous

These Terms of Service, including any amendments and any additional agreements you may enter into with Early Media in connection with the Site, shall constitute the entire agreement between you and Early Media concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Early Media's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

If you have any questions about these Terms or the Site, please contact us at: support@early.media.