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Mean Alien Media

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Eligibility

The Site is intended solely for users thirteen (13) years of age and older. You represent and warrant either that you are eighteen (18) years of age or older, or if you are under the age of eighteen (18) that you are at least thirteen (13) and are accessing the Site with the knowledge and consent of your parent or legal guardian, who will also be deemed to have agreed to this Agreement. Certain parts of the Site may be subject in whole or in part to heightened age and/or other eligibility requirements.

Registration

Certain parts or features of the Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain parts or features of the Site. You agree that you will not provide any false personal information to the Site, or create an account for anyone other than yourself without permission. You will also not create more than one personal profile, and if you select a username for your account, we reserve the right to remove or reclaim it if we believe appropriate (such as if a trademark owner complains about a username). If you register with the Site, you are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Site. You accept responsibility for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer or assign your membership or any membership rights. Company may, in its sole discretion, and at any time, with or without notice, terminate your password and membership, for any reason or no reason at all. If we disable your account, you agree that you will not create another one without our permission.

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Consent to Electronic Communications

By registering with the Site, you understand that we may send you communications or data from Company regarding the Site via electronic mail, SMS, MMS, instant messaging, electronic chat, or other electronic delivery, including but not limited to (i) tasks, notices, videos, record keeping, and audio files; (ii) promotional information regarding the Site, (iii) updates; and (iv) notices about your use of the Site. By registering with Site you consent to such communications and understand that standard text and data charges may apply.

Unsolicited Submissions

Company is pleased to hear from its visitors and welcomes your comments regarding Company products, including Company’s films. If Company sponsors a contest or sweepstakes that expressly invites users to submit material for consideration and that contest is governed by a set of Official Rules, then to the extent there is a conflict between the terms of this Paragraph and the terms of such Official Rules, the Official Rules will govern the use of material that is submitted as part of the contest or sweepstakes entry mechanic.

Outside of that type of contest or sweepstakes entry mechanic, however, Company’s long-standing company policy does not allow it to accept or consider creative ideas, suggestions, or materials other than those it has specifically requested (see below). While we value your feedback on our services and products, we request that you be specific in your comments on those services and products, and that you not submit any creative ideas, suggestions or materials, including but not limited to stories or character ideas, screenplays, or original artwork. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by Company’s or its affiliates' professional staff might seem to others to be similar to their own creative work. Accordingly, we ask that you do not send us any original creative materials such as show designs, photographs, drawings, or original artwork that you expect to be compensated for or that you would like to keep private. Without limiting the generality of the foregoing, if you send or post certain specific submissions at our request (e.g., via message boards or in connection with contests) or if you send us creative suggestions, ideas, notes, photographs, drawings, concepts, or any other information (each, a “Submission” and collectively, the “Submissions”) despite our request that you not send us any unsolicited Submissions or other creative materials, the Submission will be treated as non-confidential and non-proprietary in each instance. For purposes of this Paragraph, all User Content shall be deemed included in the definition of Submissions. None of the Submissions shall be subject to any obligation of confidence on the part of Company, and Company shall not be liable for any use or disclosure of any Submissions. Any Submission may be used by Company without restriction for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, publication, broadcast or posting, and you hereby irrevocably waive, release and give up any claim that any use of such Submission violates any of your rights, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas. Company shall have and is hereby irrevocably granted the right, but not the obligation, to reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, incorporate, create derivative works from, exploit, distribute and otherwise use the Submission in any and all

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Linked Sites

The Site may contain links to third party websites or resources, which may or may not be obvious ("Third Party Sites") as well as software, text, graphics, articles, photographs, pictures, designs, sound, video, music, information, software applications and other content originating from third parties (collectively, "Third Party Applications, Software or Content"). Our provision of links to Third Party Sites is not an endorsement of any information, product or service that is offered on or reached through such Third Party Site or Third Party Application, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for the content or performance of any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern.

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Purchases

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Pay with Bitcoin

Bitcoin is a form of digital currency. Company has partnered with GoCoin, in order to accept Bitcoin as a form of payment in the Lions Gate Shop. If you would like to place an order using Bitcoin, select the "Pay with Bitcoin" button under the Payment Information section of our checkout page. After you verify your order information, click Submit Order Now and complete your transaction using Bitcoin.

Orders paid with Bitcoin cannot be combined with any other form of payment.

U.S. Dollars: All Bitcoin transactions are communicated in US Dollars (USD). The exchange rate is provided by GoCoin at the time of purchase. This exchange rate is valid for up to 10 minutes. If the payment is not completed during this time, a new exchange rate may apply.

Bitcoin Order Returns and Cancellations: If you validly cancel or return an order that was purchased using Bitcoin, the refund will be issued in U.S. dollars, not Bitcoin, using the exchange rate that applied to the original order. Your refund will be issued through GoCoin. If you fail to retrieve your funds within 30 days, the funds may be returned to Company as unclaimed and will remain in your account as an in-store credit.

Payment Anomalies: Payment anomalies are rare but they may occur. Below is a list of these events and how they are handled. Any anomaly outside this list should be addressed with the Company, which will attempt in good faith to address it.

- If we receive an under payment, no order will be created and after approximately 60 minutes the amount sent to Company will be sent back via GoCoin to the email address listed on your Account.
- If we receive an over payment, your order will be created and after approximately 60 minutes, the remainder of the overpayment will be sent back via GoCoin to the email address listed on your Account.
- If neither Company nor GoCoin is able to verify the legitimacy of the Bitcoin transaction, your order will be cancelled and you will be informed via email. In this case no funds should be removed from your Bitcoin wallet.

Forums and Public Communications

As a convenience to its visitors, Company may provide, from time to time and at its sole discretion, one or more chat areas, message boards, bulletin boards, e-mail functions, instant messaging service, voice-mail, and other interactive areas as part of the Site (collectively, the “Forums”). Forums are provided by Company to you and others subject to these TOU, the “Community Guidelines” (as defined below), the Privacy Policy, and other rules that may be published from time to time by Company in its sole discretion. The individual who posts messages, content or other information in the Forums (collectively, “User Content”) is responsible for the reliability, accuracy, and truthfulness of such content, and Company has no control over the same. Additionally, Company has no control over whether any such User Content is of a nature that users will find offensive, distasteful or otherwise unacceptable and expressly disclaims any responsibility for such material.

Company does not endorse the User Content in the Forums and specifically disclaims any responsibility or liability to any person or entity (including, without limitation, persons who may use or rely on such material) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any User Content provided through a Forum.

Company does not and cannot review every message posted by users in the Forums, and is not responsible for the content of these messages or the views or opinions expressed by the users of the Forums. Information disclosed in the Forums is revealed to the public by design. Company reserves the right, but not the obligation, to delete, move or edit User Content, in whole or in part for any reason in Company’s sole discretion. In addition, Company may delete, move, edit or disclose User Content when it is required to do so by law or in a good faith belief that such action is necessary to protect and defend the rights and property of Company or to protect the safety of our users or the public. In no event does Company assume any obligation to monitor the Forums or remove any specific material.

You understand that the uploading to and/or posting of any User Content in any Forum shall not be subject to any obligation of confidence on the part of Company, and Company shall not be liable for any use or disclosure of any User Content. In consideration for your use of the Forums and functionality, you agree to comply with the “Community Guidelines” set forth below. Without limiting Company’s other rights and remedies, individuals who violate the following Community Guidelines may, at Company’s sole discretion, be banned from using the Forums and/or the Site entirely.

Registration and Acceptance of Community Guidelines

In consideration for your use of the Forums, you agree to (i) comply with these TOU and the Community Guidelines, (ii) provide Company with (A) accurate, complete and true information about yourself as required on the Forums registration form (your “Registration Information”) in order to create your Company Forum Account (your “Account”) and (iii) maintain and update, as applicable, your Registration Information with current and complete information. Users who violate these TOU, the Community Guidelines, or provide inaccurate, false, or non-current Registration Information may, at Company’s sole discretion, have their Account suspended or terminated, and may be permanently banned from using any Forum or the Site.

ENTERING ANY FORUM WILL CONSTITUTE ACCEPTANCE OF THESE TERMS OF USE AND YOUR COMPLIANCE WITH THE FOLLOWING GUIDELINES (THE “COMMUNITY GUIDELINES”) FOR USE OF THE FORUMS. IF YOU DO NOT AGREE TO ABIDE BY THESE

TERMS OF USE OR THE COMMUNITY GUIDELINES, PLEASE DO NOT ENTER ANY FORUM.

Guidelines for Use of the Forums

You are entirely responsible and liable for all activities conducted by you and any authorized user of your Account in the Forums, including the transmission, posting, or other provision of User Content. Listed below are some, though not all, violations that may result in Company terminating or suspending your access to a Forum. You agree not to do any of the following actions while using any Forum:

1. Harass, threaten, embarrass or cause distress or discomfort upon another Forum participant, user, or other individual or entity;
2. Transmit any User Content in any Forum that Company considers to be disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable;
3. Cause any chat room screen in any chat room to “scroll” faster than other users are able to type to it or any action of a similar disruptive effect;
4. Misrepresent yourself, your age or your affiliation with any person or entity, impersonate in any Forum any person or entity, including but not limited to, a Company official, chat or message board leader, guide or host, or make false or misleading statements;
5. Disrupt the normal flow of dialogue in a Company chat room or otherwise act in a manner that negatively affects other participants;
6. Post or transmit any unsolicited advertising, promotional materials, or any other forms of solicitation in the Forums;
7. Intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing any Forum;
8. Invade the privacy or violate any personal or proprietary right of any person or entity;
9. Infringe the intellectual property rights or similar rights, including but not limited to copyrights and trademarks, of any person or entity;
10. Use the Site in any manner that could damage, impair, disable, overburden or harm the Site or circumvent the intended functionality of the Site;
11. Collect information identifying users of the Site by electronic or other means without authorization from the person(s) affected;
12. Upload, post, transmit, send, share, store, distribute or otherwise make available on the Site any private or sensitive information or content about any third party, including, addresses, phone numbers, e-mail addresses, Social Security numbers and credit card numbers; and
13. Upload, post, transmit, send, share, store, distribute, or otherwise make available any viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or other electronic or telecommunications equipment.

By posting or uploading Content to the Site, any Forum or submitting any other User Content to Company, you automatically grant (or warrant that the owner of such rights has expressly granted) Company a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to reproduce, modify, adapt, publish, publicly perform, translate, sub-license, create derivative works from, exploit, distribute and otherwise use such materials or incorporate such User Content in or in connection with the Site or by or in any other media or technology now known or later developed throughout the universe in perpetuity. In addition, you represent and

warrant that any and all User Content you upload, post, transmit, send, share, store, distribute, or otherwise make available on the Site complies with each of the foregoing Community Guidelines.

User Disputes

You are solely responsible for your interactions with other Site users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

Promotions

From time to time, the Site may offer sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and supplemental disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

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Termination

You understand and agree that Company may, in its sole discretion and at any time, terminate your password, Account or use of any Forum, and discard and remove any User Content posted

or submitted by you to any Forum, and/or prohibit you from accessing the Site, in whole or in part, for any reason or no reason at all, at any time in its sole discretion, with or without notice. You understand and agree that Company may take any one or more of these actions without prior notice to you. Should Company take any of these actions, it may, in its sole discretion, immediately deactivate and/or delete any or all information about and concerning your Account, including your Registration Information and submitted User Content. You understand and agree that Company shall not have any liability to you or any other person for any termination of your access to any Forum and/or the removal of information concerning your Account. Company will determine your compliance with this Agreement in its sole discretion and its decision shall be final and binding and not subject to challenge or appeal. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No changes to or waiver of any part of this Agreement shall be of any force or effect unless formally posted or made in writing and signed by a duly authorized officer of Company. Upon termination of your membership or access to the Site, or upon demand by Company, you must destroy all materials obtained from the Site and all related documentation and all copies and installations thereof. You are advised that Company will aggressively enforce its rights to the fullest extent of the law.

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Linking Policy

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1. Your name, address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. The exact URL or a description of where the alleged infringing material is located;
4. 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;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
6. 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 to act on the copyright owner's behalf.

Copyright Agent

Mean Alien Entertainment Corp.

Attn: General Counsel

E-Mail: legal@meanalien.com

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Filtering

Pursuant to 47 U.S.C. Section 230(d), as amended, Company hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at: http://dir.yahoo.com/Business_and_Economy/Shopping_and_Services/ Please note that Company does not endorse any of the products or services listed at such site.

Miscellaneous

These TOU constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. These TOU may not be amended, nor any obligation waived, without Company's written authorization. Any failure to enforce any provision of these TOU shall not constitute a waiver thereof or of any other provision thereof. These TOU shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed in California (without regard to its conflicts of law principles that would cause the application of any other jurisdiction's laws) With respect to any disputes or claims not subject to arbitration, you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction

and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of California.

By using the Site in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the Released Parties arising out of, relating to, or connected in any way with the website or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Los Angeles, California; (4) the arbitrator’s decision shall be controlled by the terms and conditions of this Agreement and any of the other agreements referenced herein that the applicable user may have entered into in connection with the website; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable Company Entity’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any Company Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Company Entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Company agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Company shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com. You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254, (916) 445-1254 or (800) 952-5210 in connection with any potential claim in connection with the Site.

You hereby irrevocably waive any right to seek and/or obtain rescission, equitable and/or injunctive relief related to Company’s production, distribution, license, and/or exploitation of any of their motion pictures, television shows, commercials and/or other content; and your exclusive remedy in connection therewith shall be an action for damages.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

This Site may contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect our current views with

respect to future events and are based on assumptions and are subject to risks and uncertainties. Except for our ongoing obligation to disclose material information as required by federal securities laws, we undertake no obligation to update you concerning any future revisions to any forward-looking statements. Factors that could cause actual results to differ materially from those expressed or implied by the forward-looking statements include, but are not limited to, those risk factors contained in our filings with the Securities and Exchange Commission.