

TERMS OF USE

By accessing, utilizing or downloading any information and/or materials from the **Twinz n' Magic Prods.**'s website, www.twinznmagicprods.com, you agree to follow and be bound by the terms and conditions set forth in this document that are applicable to access of and use of the website (the "**Terms of Use**"). Your use of this website is subject to these Terms of Use as well as to our Privacy Policy also linked to this website at: <http://www.twinznmagicprods.com>. Please review these Terms of Use and the Privacy Policy carefully. If you do not agree with the Terms of Use and the Privacy Policy, you may not utilize this website.

- 1. Ownership.** All content included on this website is and shall continue to be the property of **Twinz n' Magic Prods.** or its licensors, who reserve all of their respective rights, and is protected under applicable copyright, patent, trademark, trade secrets and other proprietary rights laws. Any copying, modifying, adapting, reproducing, translating, redistribution, disassembly, reverse-engineering, transmission or publication of any such content or any part of the website is prohibited, *except with prior written approval* of **Twinz n' Magic Prods.** Under no circumstances will you acquire any ownership rights or other interest in any content by or through the use of this website.
- 2. Intended Audience.** This website is intended for adults and does not provide services to children under the age of 18. This website is not intended for children under the age of 13.
- 3. Trademarks/ServiceMarks.** "**Twinz n' Magic Prods.**", "**Twinz n' Magic Productions**" and "**TnM**" are trademarks, service marks or registered trademarks/service marks and logos of **Twinz n' Magic Prods.** Other product and company names that are mentioned on this website may be logos, trademarks or service marks of their respective owners.
- 4. Website Use.** **Twinz n' Magic Prods.** grants a limited, revocable, nonexclusive license to use this website solely for personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the website, reverse engineer or break into the website, or use materials, products or services in violation of law. The use of this website is at the discretion of **Twinz n' Magic Prods.** and **Twinz n' Magic Prods.** may terminate your use of this website at any time.
- 5. Compliance with laws.** You agree to comply with law and regulations regarding your use of the website including, without limitation, that you will not reproduce, copy, resell, manipulate, or exploit any part of the website for any commercial purpose without the express written consent of **Twinz n' Magic Prods.**
- 6. Links to Third Party websites.** This website may contain links to other websites ("**Linked Websites**"). **Linked Websites** are not under the control of **Twinz n' Magic Prods.** and **Twinz n' Magic Prods.** is not responsible for the contents of any **Linked Website**, including, without limitation, any link contained in a **Linked Website**, or any changes or updates to a **Linked Website**. We provide these links only as a convenience, and the inclusion of any link does not imply endorsement by **Twinz n' Magic Prods.** of any site or any association with its operators. You should read the Terms of Use and Privacy Policy of all websites that you link to from our website carefully as they very well may be different than our policies. Some of the links from this website may be to social media sites where you will have the opportunity to share your information. **Twinz n' Magic Prods.** cannot control other websites or your posts/sharing.

7. **Materials Provided to Twinz n' Magic Prods. or posted on the Website.** **Twinz n' Magic Prods.** does not allow, accept or consider creative ideas, suggestions, or materials other than those it specifically requests, e.g., through contests or postings. While we value your comments and inquiries regarding **Twinz n' Magic Prods.**, we request that you refrain completely from submitting any unsolicited creative ideas, suggestions or materials, including, without limitation, stories or character ideas, screenplays, or original artwork. The intent of this policy is really to protect you as much as **Twinz n' Magic Prods.** from any misunderstandings in the future.

All unsolicited creative suggestions, ideas, notes, photographs, drawings, concepts, or any other information (each an "Unsolicited Submission") will be treated as non-confidential and non-proprietary. Unsolicited Submissions to **Twinz n' Magic Prods.** and/or its website will not be returned and may not be acknowledged. **Twinz n' Magic Prods.** is hereby granted a complete release from any liability for any use or disclosure of any Unsolicited Submissions. In the future, despite the foregoing, if you feel you have a claim against **Twinz n' Magic Prods.** related to an Unsolicited Submission(s), the damage, if any, caused by **Twinz n' Magic Prods.** will not be irreparable in order to entitle you to injunctive or other equitable relief or to allow you to enjoy the use of any **Twinz n' Magic Prods.** related production or service based on or allegedly based on the Unsolicited Submission. Your rights and remedies shall be strictly limited to the right to recover damages, if any, through legal action (see arbitration clause incorporated herein).

Twinz n' Magic Prods. does not claim ownership of the general communication materials you provide (including feedback, suggestions and inquiries) or may post, upload, input or submit to the **Twinz n' Magic Prods.** website in response to a **Twinz n' Magic Prods.** request for such information (collectively, "General or Solicited Communication(s)"). To your best knowledge, you agree that any information provided (or transmitted) by you will be truthful and accurate and credit any original source. However, by posting, uploading, inputting, providing or submitting a General or Solicited Communication, you are granting **Twinz n' Magic Prods.**, its clients, affiliates and sub-licensees' permission to use the General or Solicited Communication(s) in connection with the operation of their businesses including, without limitation, the right to copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat the General or Solicited Communication(s) and to publish your name in connection with the General or Solicited Communication(s).

No compensation will be paid with respect to the use of General or Solicited Communications unless specifically stated in a solicitation by **Twinz n' Magic Prods.** **Twinz n' Magic Prods.** is under no obligation to post or use any General or Solicited Communication provided and may remove any General or Solicited Communication at any time in its sole discretion.

By posting, uploading, inputting, providing or submitting a General or Solicited Communication, you warrant and represent that you own or otherwise control all of the rights to the General or Solicited Communication as described in this section including, without limitation, all the rights necessary to provide, post, upload, input or submit the General or Solicited Communication(s).

8. **Indemnification.** You agree to indemnify, defend and hold **Twinz n' Magic Prods.** and its members, managers, clients, officers, directors, employees and affiliates, harmless from any

liability, loss, claim and expense, including reasonable attorney's fees, related to violation of this agreement or use of the website.

9. **Disclaimer.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. USER AGREES THAT USE OF THIS SITE IS AT USER'S SOLE RISK. THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. MOON CALL DISCLAIMS ALL WARRANTIES OF ALL KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT USER'S JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU.

10. **Limitation of Liability. Twinz n' Magic Prods.** AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR THE SECURITY OF INFORMATION TRANSMITTED VIA THIS WEBSITE OR THE INTERNET. UNDER NO CIRCUMSTANCES WILL MOON CALL BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, YOUR WEBSITE USE, OR THE CONTENT AVAILABLE ON THIS WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS WEBSITE AND/OR ITS CONTENT IS TO CEASE USE OF THE WEBSITE.

You may have rights under laws which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages as set forth in paragraphs 9 and 10.

11. **Use of Information.** We reserve the right, and you authorize us, to use and assign all information regarding website use and all information provided in any manner consistent with these Terms of Use and the Privacy Policy.

12. **Copyrights and Copyright Agent.** All content on this website is: "Copyright 2014 by **Twinz n' Magic Prods.**, All rights reserved." If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to the Managing Member of **Twinz n' Magic Prods.** at the address below:
 - a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - b. A description of the copyrighted work that is claimed to have been infringed upon;
 - c. A description of where the material that is claimed to be infringing is located on the website;
 - d. A current address, telephone number and e-mail address;
 - e. A statement based upon a good faith belief that the dispute use is not authorized by the copyright owner, its agent, or the law; and
 - f. A statement made under penalty of perjury, that the above information in the notice is accurate and the signer is the copyright owner or authorized to act on the copyright owner's behalf.

13. **Applicable Law and Arbitration.** You agree that the laws of the State of California, without regard to conflicts of laws principles, will govern these Terms of Use and any dispute that may arise. You agree that any dispute, claim or controversy arising out of or relating to these Terms of Use and/or the **Twinz n' Magic Prods.** Privacy Policy or the breach, termination, enforcement, interpretation or validity of either, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the County of Orange, State of California, United States of America, before one arbitrator. The arbitration shall be administered in accordance with the applicable rules of the American Arbitration Association by an arbitrator mutually agreed to by the parties. Judgment on the Award may be entered in any court having jurisdiction. With any legal action, the prevailing party's attorney's fees and related expenses shall be awarded and paid for by the other party(s).

14. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction or arbitrator to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect.

15. These Terms of Use may be modified at any time upon posting of a modified agreement by **Twinz n' Magic Prods.** Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at [Twinz n' Magic Prods.](#). California residents may obtain an email copy of these Terms of Use at any time by sending a written request to **Twinz n' Magic Prods.** for a copy of the Terms of Use, with your e-mail address noted, to the address below.

HOW TO CONTACT US:

**TWINZ N' MAGIC PRODS.
700 PALISADE STREET
PASADENA CA 91103
U.S.A**