

AFG: Terms of Use

- We would like to take this opportunity to thank you for visiting AFG.com, the online service and website of Acuna Fulgencio Group LLC ("AFG," "we," or "us"). Your use of our website, mobile services, and any software that is included in the Service is governed by this Terms of Use Agreement (sometimes referred to as "Agreement"). You are indicating that you have read, understood, and consent to be bound by this agreement as well as our privacy policy when you use or use the service. Before you can use the AFG service, you are required to give your consent to these terms. You are not permitted to use the service if you do not agree with these terms. Everyone who accesses the Service, including visitors, users, and anyone else, is subject to this Agreement ("Users").

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- These terms are subject to change at any time at the discretion of AFG; however, any modifications will be communicated to you in the manner outlined below. Each time you use the service, it is your responsibility to read the most recent version of the terms.

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- **AFG Services**

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- AFG makes available a digital platform that facilitates the management of appointments and financial information by both talent and agents. Because AFG brings all of your appointments together in one location and provides enterprise messaging and push notifications that are compatible with several platforms, it is much simpler for talent agents and talent to connect with one another. AFG also provides users with the ability to save financial information such as history and/or expenses, and it automatically calculates commissions, totals, and the amount of money collected as well as the amount that is still outstanding.

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- **Eligibility**

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- You are only permitted to use the service under the condition that you are legally allowed to enter into a contract with AFG and that you agree to adhere to the terms of this agreement as well as any and all local, state, national, and international laws, rules, and regulations that may apply. Due to the terms of this agreement, users who are younger than 13 years old are prohibited from accessing or using the service. You are not permitted to use the service if AFG has placed a prohibition on your ability to make use of it.

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- **AFG Accounts**

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- When you sign up for an account with AFG, you are granted access to the features and services offered by the service. There may be a few distinct account kinds available, depending on the user. If you create an account for AFG on behalf of a company or organization, you represent and warrant that you are authorized to enter into this Agreement on behalf of that entity and that you have the authority to bind the entity to this Agreement. In other words, if you create an account for AFG on behalf of a company or organization, you are agreeing to the terms of this Agreement on behalf of that company

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- You are solely responsible for your account, and you are obligated to maintain the confidentiality of your login credentials at all times. You are not permitted to use the account of another person without first obtaining their consent. When you first create your account, you are required to give information that is correct, complete, and up to date; you must also maintain this information. If someone else uses your account without your permission, you are obligated to immediately notify AFG of the situation. Any financial damages that may occur as a result of unauthorized access to your account will not be covered by AFG.

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- If you provide AFG with your email address, rather than sending notifications about service-related issues by mail, the company may use that address to send you legally needed notifications. In addition, we may use the email address that you provide to send you other messages, such as updates regarding the features of the Service or special offers. If you do not desire to receive these messages, you have the option to opt out or alter your preferences on the settings page of your account.

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- **Subscriptions**

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- AFG account members have the option of using the AFG Service for free or purchasing a subscription to access additional features:

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- **Starter Plan:** This is a paid subscription that enables you to capture digital images, package them using our P3 AI, and share them via email or text message with other people. The recipient of the P3 will have access to all of the digital assets, as well as your profile and analytics. You also have the ability to keep photos and images taken from photobooks created by other users, and you have access to the full functionality of the AFG Service.

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- **License**

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- You are granted a license to use the service that is not exclusive, limited, non-transferable, and revocable by AFG, and only to the extent that is authorized by the features of the service. The terms and conditions of this agreement are applicable to this license in its entirety. Any and all rights to the service and any and all content provided by AFG that are not expressly granted in this Agreement are reserved by AFG. This license may be terminated at any moment by AFG, with or without prior notice of a specific reason. arbitration and class action/jury trial waiver provision, which stipulates that any disputes between you and AFG must be addressed by individual arbitration and not through jury trials or group lawsuits. This section also states that neither party may bring a class action lawsuit nor a jury trial. Any claims, disputes, or controversies arising out of or related to this Agreement, the Service, or your use of the Service are subject to this section, which is regulated by the Federal Arbitration Act and applies to any claims, disputes, or controversies.

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- If you have a disagreement or claim against AFG, you are required to provide a written notice to our legal department. In this notice, you must provide a full description of the dispute or claim, as well as the relief that you are seeking. Within the first 30 days after it has received your notice, AFG will send you a notice of the dispute resolution it has reached. In the event that the disagreement cannot be settled through the use of informal conversations, either party may commence arbitration procedures in line with the rules of the American Arbitration Association. The only arbitrator will preside over the proceedings, which will be held in the state of New York and conducted in accordance with the rules of arbitration. The rules and procedures of the American Arbitration Association will be followed in order to choose the arbitrator to preside over the dispute. The decision of the arbitrator will be conclusive and legally binding, and any judgment on the award issued by the arbitrator may be entered in any court that has jurisdiction over the dispute.

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- Waivers of the right to a jury trial and participation in class actions: Both you and AFG have agreed to give up any right to a jury trial or to take part in a class action lawsuit or class-wide arbitration. Claims of any kind shall be handled on an individual basis, and none of them will be combined with those of other claims or joined with those of any other proceeding. You and AFG are the only parties who are eligible to receive relief from the arbitrator. The arbitrator is not permitted to preside over any type of class or representative proceeding or provide relief to any other person or entity.

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- **General**

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- This Agreement, as well as any issues that may arise from or be related to this Agreement, will be governed by the laws of the State of New York, with no attention given to the conflict of law provisions contained within that state's legal code. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods, which governs transactions involving the international sale of goods. In the event that any part of this Agreement is deemed invalid or unenforceable for any reason, the validity of the remaining sections will not be affected. This Agreement, along with the Privacy Policy, comprises the entirety of the agreement between you and AFG pertaining to the utilization of the Service. The fact that AFG chooses not to enforce any particular right or provision of this Agreement will not be construed as a waiver of those rights or provisions. This Agreement may not be assigned or transferred by you in any way without the prior written agreement of AFG. This Agreement may be assigned by AFG to any third party without obtaining your prior agreement.

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- **Contact**

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- Please do not hesitate to get in touch with us at legal@p3rson.com if you have any inquiries regarding this Agreement.

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Use of Our Service

AFG is a digital platform that makes it easier for talent and agents to keep track of their appointments and finances. AFG puts all of your appointments in one place and has enterprise messaging and push notifications that work across platforms to make it easier for agents and talent to talk to each other. AFG also lets users store financial information like history and/or expenses, and it automatically calculates commissions, totals, and the amount of money collected and not collected.

Eligibility

This agreement is a contract between you and AFG. You must read and agree to these terms before using the AFG service. If you do not agree, you may not use the service. You may only use the service if you can legally enter into a contract with AFG and comply with this Agreement and all local, state, national, and international laws, rules, and regulations. The service is not intended for individuals under the age of 13, and use by individuals under the age of 13 is strictly prohibited. Users who have been prohibited from using the service by AFG are not permitted to use it.

AFG Service

As long as you follow the rules in this Agreement, you have a limited, non-exclusive, non-transferable, and revocable license to use the service. AFG keeps all rights to the service and the AFG content (as defined below) that aren't given away in this Agreement. AFG may terminate this license at any time, for any reason or no reason.

AFG Accounts

Your AFG/P3rson.com account provides you access to the service and features that we may add or modify at any time and for any reason. We may maintain various types of accounts for different types of users. If you create an AFG account for a company, organization, or other entity, (a) "you" includes both you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the power to bind the entity to this Agreement and that you agree to this Agreement on behalf of the entity. By linking to AFG from a third-party service, you give us permission to access your information from that service and use it as allowed by that service. You also give us permission to store your login information for that service. You may not use another user's account without their permission. When creating your account, you must provide accurate and complete information, and you must keep this information up-to-date. You are solely responsible for what happens on your account, and you must safeguard your password. We encourage you to use "strong" passwords (passwords that use a combination of upper- and lower-case letters, numbers, and symbols) with your account. If someone gets into your account without your permission, you need to let AFG know right away. AFG is not liable for any losses incurred as a result of someone else using your account without your permission. You may change your settings on your profile page to modify your user profile and how you use the service. By giving AFG your email address, you agree that we can use it to send you service-related notices, as well as any notices required by law, through email instead of the mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not wish to receive such email messages, you may opt out or modify your preferences on your profile page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Subscriptions

AFG account holders may access the AFG Service for free or purchase a subscription:

Starter Plan: This is a paid subscription service that enables you to take digital photos, package them with our P3 AI, and share them via email or text message. The person who gets the P3 will be able to see your digital files, profile, and analytics. You can also store photos and images from photobooks made by other users, and you can use the AFG Service in its entirety.

Trials

From time to time, we may offer free trials of the Premium Service for a specific period of time ("trials"). AFG is the only one who can decide if you can get a trial and can cancel or change a trial at any time without giving you notice or being responsible. For certain trials, we may require you to provide your payment information to begin the trial. At the end of these trials, we may automatically begin charging you for the Premium Service on the first day after the trial ends.

This may occur every month. By providing your payment information as part of the trial, you agree to pay this fee. If you do not wish to be charged, you must switch your subscription to the free service through your AFG account's settings before the trial ends.

Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, sharing, or distributing any part of the Service, including "scraping" it with or without software, limited to "robots," "spiders," "offline readers," etc., to access the Service, which sends more request messages to the AFG servers than a human can reasonably produce in the same amount of time by using a standard online web browser (except that AFG gives the operators of public search engines revocable permission to use spiders to copy publicly available materials from AFG/P3rson.com for the sole purpose of indexing these materials). (iii) transmitting spam, chain letters, or other unsolicited email; (iv) trying to interfere with, compromise the integrity or security of the system, or decipher any transmissions to or from the servers running the service; (v) doing anything that puts an unreasonable or disproportionately large load on our infrastructure or that could do so in our sole discretion; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information from the Service, including account names; (viii) using the Service for commercial solicitation; (ix) impersonating another person or misrepresenting your affiliation with a person or entity, committing fraud, hiding or attempting to hide your identity; and (x) interfering with the proper operation of the Service.

We reserve the right to change or discontinue the service at any time, as well as to prohibit copying, distributing, or sharing any part of the service in any way, including "scraping" the service with or without software, or access to the service for any reason, including if we believe you violated any of the terms of this agreement or for no reason at all. We are not obligated to notify you or be responsible for such actions. Even after termination for any reason or no reason, you remain subject to the obligations of this agreement.

It is entirely your responsibility to interact with other AFG/P3rson users. We may, but are not required to, monitor disputes between you and other users. AFG is not liable for any actions or inactions taken by users on the Service.

User Content

Certain parts of the service allow users to post or send content, such as profile information, videos, images, music, comments, questions, and other content or information. All of this content is called "User Content," and it can be submitted, posted, displayed, or made available in other ways on the Service. We claim no ownership rights over user content created by you. The user content you create belongs to you. However, by providing or sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with your settings and this Agreement. AFG has the right (but not the obligation) in its sole discretion to remove any user content that is shared via the service.

You agree not to post User Content that: (i) poses a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, any other person, or any animal; (ii) poses a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable information, or in any other way; (iv) may be illegal; or (v) contains any information or content that we deem illegal, harmful, abusive, offensive, racially or ethnically or otherwise offensive, defamatory, or threatening. You agree that any User Content you post does not and will not violate the rights of third parties in any way, including, but not limited to, intellectual property rights (see below) and privacy rights. If your user content includes music, you agree that you own all the copyright rights, including, but not limited to, the performance, mechanical, and sound recording rights for each musical composition (including lyrics) and sound recording in that user content, and that you have the right to grant the license below. AFG has the right, but not the obligation, to reject and/or remove any user content that it believes violates any of these rules, but it is not required to do so. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

For the purposes of this Agreement, "intellectual property rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, as well as all applications for them and registrations, renewals, and extensions of them under the laws of any state, country, territory, or international organization.

AGREEMENT FOR USER CONTENT ON AFG SERVICE

By using the AFG service and sending in user content, you agree to the following terms:

1. User Content Permissions

You confirm, represent, and warrant that, if any recognizable people are shown or mentioned in the User Content, you have written permission from them to use their name or likeness in the ways that the AFG Service and this Agreement allow. You further represent that each such person has released you from any liability that may arise from such use.

2. Third Party Permissions

You agree that you are the only one who is responsible for getting permission to post user content about third parties.

3. Legal Compliance and Rights

You affirm, represent, and warrant that your User Content and AFG's use of it, as allowed by this agreement and the service, will not break any laws, infringe on the intellectual property, privacy, or other rights of a third party, or misappropriate any of those rights.

4. No Collective Bargaining Agreement Obligations

You acknowledge and agree that AFG may use the rights granted to it by this agreement without being obligated to pay any guild fees, residuals, payments, fees, or royalties that may be due under a collective bargaining agreement or any other obligation.

5. Truthfulness and Accuracy

You promise, affirm, and warrant that all of your user content and other information you give AFG is, to the best of your knowledge, true and correct.

6. AFG's Limited Responsibility

AFG assumes no liability and takes no responsibility for any User Content that you or any other user or third party posts, sends, or otherwise makes available over the Service. You are the only one who is responsible for your User Content and the effects of posting, publishing, sharing, or otherwise making it available on the Service.

7. Passive Conduit Role of AFG

You agree that AFG is just a passive way for your user content to be published online and shared with other people.

8. Exposure to Inappropriate User Content

You understand and agree that you might see user content that is wrong, offensive, not good for kids, or doesn't fit your needs in some other way.

9. No Responsibility for User Content Harm

You agree that AFG is not responsible for any harm or damages you claim to have gotten from user content or because of how you use the service.

This Agreement is the only agreement you and AFG have about how to use user content on the Service. It replaces all other agreements, whether they were written or spoken. No matter how different the ideas are, this agreement will be governed and interpreted by the laws of the State of New York. Any disagreements about or related to this agreement will only be handled by the state or federal courts in New York, and you agree to be subject to the personal jurisdiction of those courts. If any part of this agreement is found to be invalid or unenforceable, that part will be limited or removed to the minimum extent necessary, and the rest of the agreement will still be valid and enforceable.

1. Permission to Use User Content and Email Content

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3. By submitting or making available User Content on or through the Service, you grant AFG a non-exclusive, worldwide, perpetual, transferable, irrevocable, sublicensable, and royalty-free license to use, modify, publish, list information

about, translate, distribute, publicly perform, publicly display, and create derivative works from such user Content. You warrant that you possess the required rights to grant AFG this license. You grant AFG a non-exclusive, worldwide, perpetual, transferable, sublicensable, irrevocable, and royalty-free license to use, modify, list information about, translate, distribute, and create derivative works based on all email content and metadata, in whole or in part, for use with the service and AFG's (and its successors') mobile software.

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8. Mobile Application

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10. AFG may provide mobile software that enables you to access the service from a mobile device. To utilize the mobile application, your mobile device must be compatible with it. AFG does not guarantee compatibility between the mobile software and your mobile device. Your wireless service provider may assess additional fees for using mobile data with mobile software. You alone are responsible for such costs. AFG grants you a non-exclusive, revocable, and non-transferable license to use a compiled code copy of the mobile software on one mobile device you own or lease for personal use. You may not: (i) modify, disassemble, decompile, or reverse-engineer the mobile software, unless expressly permitted by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise provide the mobile software to a third party; (iii) make copies of the mobile software; or (iv) remove, circumvent, disable, damage, or interfere with the mobile software. You agree that AFG may periodically release new versions of the mobile software and that the version on your mobile device may be automatically upgraded over the Internet. You agree that all updates to the mobile software will be subject to this agreement's terms and conditions. Any third-party code used in the mobile application is governed by the applicable open source or third-party license EULA. AFG or its third-party partners or suppliers retain all rights, titles, and interests in the mobile software, and the aforementioned license is not a sale of the mobile software or any copy thereof (and any copy thereof). You may not transfer your rights, responsibilities, or obligations under this agreement unless otherwise specified. AFG retains all rights not expressly granted in this contract. DFAR Section 227.7202 and FAR Section 12.212, respectively, define mobile software as "commercial computer software" and "commercial computer software documentation" if purchased by the US government. The US government may only use, copy, perform, display, or distribute the service or any accompanying documentation in accordance with these Terms of Service. The software for mobile devices was created in the United States and is subject to US export regulations. The software for mobile devices may not be exported to certain countries or individuals who are prohibited from receiving U.S. exports. The software for mobile devices may also

be subject to import and export regulations in the country where it is used. When you use AFG's mobile software and services, you agree to follow all U.S. and international laws.

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Mobile applications from iTunes

15. The following terms apply to all mobile software purchased from the iTunes Store ("iTunes-Sourced Software"). You acknowledge that this agreement is solely between you and AFG, and that Apple is not responsible for the software obtained through iTunes or its contents. The App Store Terms of Service must be adhered to when utilizing iTunes-sourced software. Apple is not required to provide maintenance or support services for software derived from iTunes. In the event of a warranty breach, you may notify Apple and receive a refund for the iTunes-sourced software's purchase price. Apple shall have no other warranty obligations with respect to iTunes-Sourced Software to the extent permitted by law, and any claims, losses, liabilities, damages, costs, or expenses related to any warranty nonconformance shall be governed by this agreement and any applicable law for AFG as the software provider. You acknowledge that Apple is not responsible for addressing any claims made by you or any third party relating to the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) claims that the iTunes-Sourced Software fails to conform to any legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this agreement and any applicable law for AFG as the third-party beneficiary. You and AFG agree that Apple and its subsidiaries are third-party beneficiaries of this agreement regarding your license of the iTunes-Sourced Software, and that once you accept these terms, Apple will have the right to enforce this agreement against you.

exclusive ownership rights of AFG The Service and everything on it, including but not limited to software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music, are the property of AFG and its licensors, which may include other users who post User Content to the Service. Your user content is the only exception. Nothing in this Agreement should be interpreted as giving you a license to or under any Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or make derivative works from any AFG Content, even if it says you can. This agreement says that the AFG content can only be used for the things that are allowed.

Ideas and feedback You may choose to tell us what you think about the service or make suggestions, or we may ask you to do so. These suggestions may include, but are not limited to, ways to improve the service or our products ("Ideas"). By giving us an idea, you agree and

acknowledge that you are doing so freely and without any restrictions. Rowers and other devices, through third parties, cookies, log files, and other technologies, as they see fit, without paying you extra or telling anyone else. Just because AFG accepted your idea, it doesn't give up the right to use similar or related ideas that it already knew about, had been made by its employees, or had been given by someone other than you. You agree that AFG doesn't give up this right when it accepts your idea.

AFG Property The service has information, data, and other content that you don't own. This is called "AFG Property," and it includes things like your reputation or status. You agree that AFG Property is a limited license right governed solely by the terms of this agreement and that AFG may share it in any way it sees fit. You understand and agree that this right is only governed by this agreement and cannot be exchanged for any amount of money or monetary value offered by AFG. You acknowledge that you do not own the account you use to access the Service and that you do not have any rights to the data stored by or on behalf of AFG on AFG servers. This is a condition of your use of the service and your agreement to these terms. Such data includes, but isn't limited to, any data that represents or embodies some or all of your AFG property. You agree that AFG has the unrestricted right to manage, regulate, control, change, or dispose of AFG property in any way it sees fit, and that if it exercises this right, AFG will be under no obligation to you. Any data stored on AFG servers may be erased, modified, or moved at any time, and AFG is not responsible for any liability that may result. AFG does not provide or guarantee any value, in cash or otherwise, that can be attributed to data stored on its servers. It also denies any value that could be attributed to these servers.

Disclaimer of Warranties You acknowledge and agree that your use of the service and any AFG content is entirely at your own risk. The Service and AFG Content are provided "as is" and "as available" without any express or implied warranties of any kind, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, or any implied warranties arising from a course of dealing or performance. AFG does not promise that the service or AFG content will meet your needs or that the service or AFG content will be uninterrupted, on time, safe, or error-free. AFG also does not guarantee the results that can be gotten from using the service or AFG content, or the accuracy, reliability, or quality of any information found through the service or AFG content. You agree that AFG has no control over the user content posted on the service and is not responsible for it. You also agree that you use this user content at your own risk.

Limitation of Liability In no event shall AFG be liable to you or any other person or entity for any damages resulting from or related to your use of the service or AFG Content. This includes, but is not limited to, direct, indirect, special, incidental, consequential, or punitive damages, lost profits, or loss of any kind of data or information, even if AFG knew about the possibility of such damages and regardless of the type of action, like a contract, a tort, or something else.

Indemnification: By using the service, posting user content, violating this agreement, or violating someone else's rights, you agree to hold AFG and its affiliates, officers, agents, partners, and employees harmless from any claim or demand, including reasonable legal fees, made by a third party.

Governing Law and Jurisdiction Even though some of those laws may appear to conflict with one another, they will all be applied to this agreement and your use of the service. You consent to having your case decided solely by the state and federal courts of the state of New York.

Miscellaneous This agreement is the entirety of your relationship with AFG. It explains how to use the service and replaces any prior agreements between you and AFG. Even if a part of this agreement is found to be invalid, the other parts will still be in force. If you don't use a right or part of this agreement, that doesn't mean you're giving up that right or part. The titles of the sections in this agreement are just for convenience. They don't mean anything in terms of the law or the contract. This agreement may only be amended in writing with both parties' signatures.

Contact Information If you have any questions or concerns about this agreement or the service, please contact AFG using the information on the service.

Paid Services

1. **Billing Policies.** Certain aspects of the service may be provided for a fee or other charge. If you elect to use paid aspects of the service, you agree to the pricing and payment terms, as we may update them from time to time. AFG may add new services for additional fees and charges, or add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms shall become effective in the next billing cycle following notice of such change to you as provided in this Agreement.
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3. **No Refunds.** You may cancel your AFG account at any time; however, there are no refunds for cancellations. In the event that AFG suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any AFG property, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.
- 4.
5. **Risk of loss.** All products that may be purchased from or via the service are transported and delivered to you by an independent carrier that is not affiliated with or controlled by AFG. The risk of loss for products purchased through the service passes to you when AFG or our supplier delivers these items to the carrier.
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7. **Tax and payment** information All information you provide in connection with a purchase, transaction, or other monetary transaction interaction with the Service must be correct,

Service provides professional information, such as medical, legal, or financial information, that information is for informational purposes only and should not be taken as professional advice. No action should be taken based on the information contained in the Service. You should seek advice from a licensed or qualified professional in the relevant field, preferably from someone who is not related to you.

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1. Text Messaging

You may sign up to receive certain AFG notifications or information via text messaging. You may incur additional charges from your wireless provider for these services. You agree to be solely responsible for any such charges.

2. Privacy

AFG is concerned about the privacy of its users. By using the Services, you agree that your personally identifiable information and aggregate data can be collected, used, and shared as described in our Privacy Policy [Privacy Policy]. You also agree that your personally identifiable information can be collected, used, sent to, and processed in the United States.

3. Security

AFG is committed to the integrity and security of your personal information. But AFG can't promise that untrusted third parties won't be able to get around its security measures or use your personal information for their own purposes. You acknowledge that you provide your personal information at your own risk.

4. DMCA Notice

5. AFG's policy is to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). AFG respects the rights of artists and content owners.

If you believe that your copyrighted work has been copied in a way that infringes your rights and is available through the Service, you should contact AFG's copyright agent as directed by the DMCA. For your complaint to be valid under the DMCA, you must give the following information:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- A list of the content that is said to be infringing and its location on the Service;
- Information that allows AFG to contact you, such as your address, phone number, and email address;
- A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is true and that you are the copyright owner or have the authority to act on behalf of the owner.

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All parties must take note that the following information must be submitted to the designated

DMCA agent:

Notice Regarding the DMCA

The address of Acuna Fulgencio Group LLC is 348 West 57th Street, Suite 257, New York, New York 10019. You can contact them at +1 (347) 855-3124 or info@p3rson.com.

It is important to know that making a false claim that online content violates intellectual property rights can lead to perjury charges and civil penalties. This act is considered a violation of federal law.

Please keep in mind that the only way to report unauthorized use of copyrighted materials is to let AFG and its affiliates know through the DMCA agent. It is best to talk to a lawyer about what your rights and responsibilities are under the DMCA and other laws that apply. The above rules are made to protect AFG's rights and responsibilities under the DMCA and 17 U.S.C. 512(c). Nevertheless, it should be noted that these regulations do not constitute legal advice.

According to AFG's policy, the account of a user found to have violated the terms of service more than once will be terminated. This policy complies with the DMCA and other applicable laws. AFG may also limit users' access to the service or close their accounts at its own discretion, even if it's the first time they've violated someone else's intellectual property rights.

Third-party links and information provided by third parties may be featured on the service. These sites, information, materials, products, and services are not owned or controlled by AFG, and the company does not endorse or take responsibility for them in any way. If a user decides to access a third-party website or service through the Service or shares their User Content on or through any website or service provided by a third party, the user does so at their own risk. This Agreement and AFG's Privacy Policy do not apply to the user's use of such sites. AFG is not responsible for how a user makes use of any website, service, or content provided by a third party, including user content posted by other users. Also, any transaction between a user and an advertiser, including payment, delivery of goods, and other terms (like warranties), is only between the user and the respective advertiser. AFG is not responsible for any kind of loss or damage caused by the user's interactions with these advertisers.

Indemnity

Users must defend, indemnify, and hold harmless AFG and its subsidiaries, agents, licensors, managers, and other affiliated companies, as well as their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including, but not limited to, attorney's fees) arising from the user's use and access to the service, including any data or content sent or received.

Disclaimer of any and all warranties The service that Acuna Fulgencio Group LLC ("AFG") provides is given "as is" and "as available," and it does not come with any kind of warranty or guarantee. You accept full responsibility and risk for using the service by doing so. As much as the law will allow, the service is given without any express or implied guarantees. includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. AFG, its subsidiaries, affiliates, and licensees do not guarantee that the content is accurate, reliable, or correct, or that the service will meet your needs, or that it will be available at any time or place, or that it will be safe, or that any bugs or mistakes will be fixed, or that the service is free of viruses or other harmful components. AFG, its subsidiaries, affiliates, and licensees do not guarantee that the service is free of viruses and other harmful components.

Any good or service that is advertised or sold by a third party through the AFG service or any other website or service that is linked to the AFG service is not covered by the warranty, endorsement, or guarantee offered by AFG, and AFG does not take responsibility for such goods or services. AFG will not participate in any agreement that you reach with a third-party provider of goods or services, nor will it monitor any such agreement that you reach with a third party.

Federal law says that some states, provinces, and other areas can't opt out of certain implied warranties or limit how far they apply. This means that the exceptions listed above might not apply at all to your case. As a result of this agreement, you have certain legal rights. However, you might also have other rights, the extent of which depends on the state in which you live. The disclaimers and exceptions in this agreement won't be enforced in places where the law makes it clear that they can't be used.

A Cap on Our Legal Obligations AFG, its affiliates, agents, directors, employees, suppliers, or licensors are not responsible for any indirect, punitive, incidental, special, consequential, or exemplary damages, including loss damages, that come from not being able to use the product or service. This includes any damages that happen because the product or service can't be used. Hacking, tampering, or any other kind of unauthorized access to or use of the service, your account, or the information in them is not AFG's fault, and the company will not be held responsible for any damages, losses, or injuries that happen as a result.

To the fullest extent permitted by law, AFG is not liable or responsible for the following: (i) any errors, mistakes, or inaccuracies in the content; (ii) any personal injury or property damage caused by your access to or use of the service; and (iii) anything else that could possibly go wrong.

Even if AFG knew that such damage could happen, the section on limiting liability still applies. This is because it applies whether the alleged liability is based on a contract, a tort (including negligence), strict liability, or any other basis. Plans are in place to enforce the liability limits as strictly as the law will allow.

Because it is against the law in some states to exclude or limit incidental or consequential damages, you might not be able to use the exclusions and limitations above. As a result of this agreement, you have certain legal rights. However, you might also have other rights, the extent of which depends on the state in which you live. The exceptions, disclaimers, and liability limits in this agreement won't be enforced to the extent that the law says they can't be.

The service is managed and maintained by facilities that are based in the United States. AFG does not guarantee that the service can be used in other locations or that it is even available in those other locations, and it does not make any claims to that effect. Those who access or use the service from a location other than the United States do so at their own risk and are fully responsible for adhering to all laws and regulations of the United States as well as those of the local area, including but not limited to export and import regulations. Those who access or use the service from a location other than the United States do so at their own risk. If you are a person or organization located outside the United States and the government of the United States has placed a block on you,

This agreement, along with any changes or other agreements you may make with AFG about the service, is the whole deal between you and AFG about the service. This agreement includes any and all agreements you make with AFG about the service. This agreement will include any and all additional agreements that you may make with AFG in connection with the service. These additional agreements will be treated as part of this agreement. If any part of this Agreement is found to be unenforceable, it won't affect the rest of the Agreement, which will still be valid. However, if the universal waiver of class actions and jury trials is found to be unenforceable in New York State, the whole arbitration agreement will be unenforceable. If a court in New York State finds that any part of this Agreement isn't legal, that won't affect the rest of the Agreement.

If AFG doesn't use a right or provision in this Agreement, that doesn't mean that AFG is giving up that right or provision. Also, a waiver of one term of this Agreement doesn't mean that any other term is no longer a problem. In addition, no waiver of any term of this agreement shall be deemed to be a further or continuing waiver of any other term. There will be no further or ongoing waivers of any of the terms of this agreement if any of the terms are waived in any way.

If you have any questions about this agreement, don't be afraid to email AFG at info@p3rson.com.

This agreement was last modified on February 20, 2023 (v. 1.1), and AFG's address is 348 West 57th Street, #257, New York, New York 10019 in North America. All rights reserved. Copyright: Acuna Fulgencio Group LLC, 2008–2023.