

1. Agreement:

Welcome to the “Rosenberg Production” website (the “Website”). The terms “we”, “us”, “our”, “Rosenberg Production”, and “Mark Rosenberg” refer to Rosenberg Production, a sole proprietorship in the city of Huntington Beach, CA, owned by Mark Rosenberg. The term “you”, “yourself”, and “Purchaser” refers to the individual, and all legal entities associated with the individual, who views this Website and/or purchases the services and products offered by the Website. This Website, and all services and products you may purchase from us are conditioned on your acceptance of the terms and conditions set forth below, without modification (the “Agreement”).

By clicking the acceptance box and/or making payment, you are accepting and agreeing to these terms and conditions, and you are creating a contract which is legally binding and enforceable between us and you in a court of law.

Therefore, you should read this Agreement carefully. By accessing the information included in this Website, you agree you will use this Website in accordance with this Agreement. We retain the right, at our sole discretion, to deny access to anyone to this website and the services and products we offer, without reason, including, without limitation, for violation of this Agreement.

If you do not agree with all of the provisions set forth in this Agreement, you should not continue to view this Website, and you should not purchase any service or product from this Website. We recommend that you return to this page on a periodic basis to review the current version of this Agreement. We reserve the right at any time, and without notice, to modify this Agreement, in which case your continued access to this Terms and Conditions Agreement will keep you up to date with the latest version and your continued use or access of the Website constitutes acceptance of any modified Agreement. All changes to this Terms and Conditions Agreement will be sent via email.

Publicity Rights

ATTENTION: By demonstrating your consent to these Terms and Conditions, you are potentially giving up substantial legal rights concerning the raw files and related footage generated as part of Rosenberg Production’s services (collectively, the “Raw Materials”). Unless you elect to purchase such Raw Materials as described in Section 7, below, Rosenberg Production will retain full rights to the Raw Materials, and shall have the absolute and unconditional right to publicize and commercially exploit your likeness, photographs, and other personal characteristics as they appear in the Raw Materials. To the fullest extent permitted by applicable law, you hereby agree to waive any and all legal

and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses arising out of Rosenberg Production's use of the Raw Materials, or any such use by Rosenberg Production's affiliates, contractors, or other related third parties, including, but not limited to, claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory (collectively, "Claims").

THIS AGREEMENT PROVIDES US WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING US TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY AGREEING TO THESE TERMS & CONDITIONS, YOU UNDERSTAND THAT YOU ARE POTENTIALLY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ROSENBERG PRODUCTION.

2. The content and information on this Website, as well as the infrastructure used to provide such content and information, is proprietary to us. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell, or re-sell any information, software, products, or services obtained from or through this Website. You further agree not to use this Website for any illicit or illegal purposes.

3. You acknowledge and agree to the following:

(i) that all of the information you provide to us is true, accurate, current and complete; (ii) that you will not access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (iii) that you will not incorporate any part of this Website into any other website without our prior written consent; (iv) that you will not take any action which could, in our sole opinion, impose an unreasonable load on our bandwidth; (v) you hereby acknowledge and agree that the products and services we provide to you are for business purposes only and that, by their very nature, business endeavors are subject to failure due to events and circumstances beyond our control.

4. Disclaimers:

Our prices can change at any time.

Rosenberg Production is not responsible for any copyright issues that may result. Rosenberg Production reserves the right to refuse any content deemed inappropriate or unacceptable.

Rosenberg Production cannot predict or guarantee the approval of CLIENT's creative content on Facebook or Amazon. Rosenberg Production can only suggest and make revisions according to Facebook's & Amazon's ever-changing compliance policy found here:

- [Facebook Ad Policies](#)
- [Amazon A+ Content Policies](#)
- [Amazon Sponsored Ad Policies](#)

If CLIENT's creative asset(s) does not get approved, Rosenberg Production will make the necessary revisions via editing to get it approved.

Rosenberg Production is not a performance marketing agency. Rosenberg Production is not responsible for the performance of the creative asset(s) content once produced.

Pets may be unpredictable and cooperation is not guaranteed. If a pet is uncooperative and additional production time is expended, the CLIENT may be subject to additional fees and/or creative asset(s) delivery will be delayed.

Rosenberg Production is not liable for loss or any consequence of loss of products or information during shipment.

5. Force Majeure:

Rosenberg Production cinematographers will perform their tasks to the best of their ability, but Rosenberg Production accepts no responsibility for force majeure, act of God or other unforeseen circumstance including but not limited to equipment failure, power outages, inability to attend and perform services due to illness, and/or any other situation beyond Rosenberg Production's control. In the event that unforeseen circumstances occur, Rosenberg Production Cinematographers will use best efforts to provide similar services.

6. Refund Policy:

Rosenberg Production operates as a business and we expect CLIENTS to understand and respect our policies. Our goal as a creative asset(s) production company is to bring the highest value per dollar spent by our CLIENTS, and in order to help us in that pursuit, we need to cover expenses and fuel our operations. Therefore, we require payments to be made upfront and on time in respect to the services offered to CLIENT.

THIS IS OUR REFUND AND CANCELLATION POLICY AND BY HIRING ROSENBERG PRODUCTION FOR SERVICES YOU ARE BOUND BY THIS AGREEMENT AND YOU AGREE TO ABIDE BY OUR POLICIES.

Creative asset(s) Production, Editing & Photography

creative asset(s) production, photography and editing require extensive resources, consumes our time and incurs internal expenses. Therefore once a payment or deposit is made, it is non-refundable. If a project gets cancelled, delayed or postponed by the CLIENT, then all monies paid will be retained by Rosenberg Production and if applicable, an additional cost will be charged to the CLIENT for all work completed beyond what was already paid for. No exceptions.

CLIENT has up to 90 days to fulfill their order by sending their product to Rosenberg Production. After the 90-day period is up, the original price of their purchase may be credited to their account for purchase of another package and may be subject to pay the difference due to price increase.

Chargebacks

Credit card info is stored within our payment processing system so that we can charge the CLIENTS card for services provided OR we may also send an invoice so that you can pay from your end. Claiming that you didn't provide your card info or that you are not aware of such charges is illegal and fraudulent.

If any chargeback or payment dispute is caused by CLIENT to a bank or credit card company, then CLIENT services and/or projects will be suspended and in some cases all work will be undone (reversed) without notice. Furthermore, the amount of the chargeback fee will be issued to CLIENT (to recover any fees passed on to us by the credit card company).

In addition, any outstanding balances accrued as a result of the chargeback(s) will have to be paid in full before we restore service, deliver any files, or commence any work.

PLEASE CONTACT US TO ADDRESS ANY BILLING ISSUES AND WE WILL GLADLY HELP YOU.

Requesting a chargeback or opening a dispute for a valid charge from us is fraud. Chargebacks are never a legal or appropriate means of obtaining a refund. All disputes will be challenged by our lawyers with sufficient evidence from our records.

The CLIENT's payments covers/pays for labor and presentation media in the production of the agreed creative asset(s), picture and/or editing services. Every effort is taken by Rosenberg Production to provide the CLIENT with agreed product, and dissatisfaction of its contents, although regrettable, will be deemed subjective and is therefore not open for interpretation by the CLIENT as grounds for refunds or compensation, for which the creative asset(s) Rosenberg Production is not liable.

Rush Delivery fee is non-refundable. RAW footage purchased is non-refundable and non-returnable.

In a period of 21 days from the date of completion and delivery of the creative asset(s), the original edited footage will be deleted. Replacement of the creative asset(s) due to loss by CLIENT will be considered as a new purchase and full price must be received.

7. Copyrights:

Once the full fee has been paid, CLIENT will have copyright ownership of the completed creative asset(s). Rosenberg Production may use any parts of it for valid business promotion (e.g. demo tape, demo creative asset(s) for Rosenberg Production website, captured stills for web or additional marketing, etc). Full rights to the **Raw Materials** may be purchased for an additional fee of \$300 if Raw Materials are not included in the purchased package. Raw **Materials** must be purchased within 60 days of creative asset(s) delivery or Rosenberg Production will **retain** full rights to the **Raw Materials as described in the "Publicity Rights" section above.**

8. Delivery Date:

A review copy of the creative asset(s) will be ready within 15 business days (minimum) from the shoot date, provided the CLIENT has supplied Rosenberg Production with all necessary materials within a reasonable amount of time from Rosenberg Production's request. These include, but are not limited to photos, interview schedules, etc. CLIENT understands that any delay on CLIENT's part to deliver needed materials for the creative asset(s), or to schedule time to record interview sessions, may affect the final delivery date.

After purchase, CLIENT has 60 days to ship us your product and fill out a questionnaire. It is not Rosenberg Production's responsibility to remind CLIENT to complete questionnaires or ship product. Questionnaire must be FULLY completed; if exited half way through, your creative asset(s) will not be fulfilled. It is CLIENT responsibility to e-mail mark@rosenbergproduction.com to inquire about project details if questionnaire is completed and product is shipped. CLIENTs must ship product with their name on it that matches the questionnaire filled out.

After 60 days, if the CLIENT has not shipped product, the amount paid for the package will be credited to the CLIENT's account. If prices have increased since purchase, the CLIENT will be responsible for the paying the remaining difference for the creative asset(s) package.

Any specific CLIENT requests may delay delivery of creative asset(s). These include but are not limited to specific actor demographics, specific actor requests, script approval before production, specific scene requests, off-location sets, etc.

9. Revisions:

It is the responsibility of the Purchaser to have all content of scripts, images, and videos to be used in the constructed creative asset(s) and/or website to be approved prior to completion.

Here at Rosenberg Production we value your satisfaction and strive to provide the best CLIENT experience.

In order to maintain and preserve the quality of our service, we offer **unlimited revisions** to your creative asset(s) within 14 days post-delivery of your assets.

Please include as much information as possible in each creative asset(s) revision request to keep your revisions to a minimum due to the lengthy process of revisions. Understand that every additional round of revisions will be extending the deadline of your project.

If revisions are required at the fault of Rosenberg Production - we will revise the creative asset(s) at no additional cost. If CLIENT is requesting revisions that are not articulated on the questionnaire or via communication - additional charges may apply.

*** PRICES CAN CHANGE AT ANY TIME**

10. This Agreement may not be modified except by us as provided in this Agreement:

This Agreement shall be binding on and shall insure to the benefit of you and us. You agree that California law will apply to all disputes arising in connection with this Agreement, this Website, and/or any product or service we provide to you. You hereby consent to the exclusive jurisdiction of the Court of Orange County, California or the Municipal Court of, Orange as we may elect, for the adjudication of all disputes arising in connection with this Agreement, this Website, and/or any product or service we provide to you.

11. Special Provisions for Ownership:

Rosenberg Production reserves the right to retain ownership of any recorded material of an anomalous nature once discovered in post production. The copyright of such recordings will belong to Rosenberg Production. Rosenberg Production has the right to use edited or unedited creative asset(s) files produced pursuant to these Terms and Conditions for promotional or commercial purposes, unless an alternative arrangement is made between Rosenberg Production and the CLIENT.

The copyright of such segments will belong exclusively to Rosenberg Production.

12. Disposal:

Raw Footage, video files, audio files, and edited creative asset(s) files will be retained for up to sixty (60) days only and will then be repurposed, disposed of, deleted or erased. If at the end of 60 days Services have not been paid for, Rosenberg Production reserves the right to dispose or reuse all Raw Footage, video files, audio files, edited creative asset(s) files, recorded materials and finished works.

Product inventory is stored up to sixty (60) days only after the order has been completed. After 60 days Rosenberg Production reserves the right to donate/dispose of all product inventory unless requested by the CLIENT to ship back the product, which they will be responsible for the \$25 service fee + all shipping fees.

We do not fulfill international shipments outside of the United States. CLIENT will be responsible for Postage fees in addition to the \$25 service fee.

Rosenberg Production is not responsible for any customs fees associated with shipping to Rosenberg Production or shipping to CLIENT.

13) Indemnification:

CLIENT warrants that it has the full legal rights to any and all photography, film, or video images supplied by the CLIENT to Rosenberg Production for use in the final produced creative asset(s). CLIENT agrees to indemnify, defend and hold Rosenberg Production and its officers, directors, agents, employees, representatives, associates and affiliates and each of them, harmless from and against any and all losses, costs damage, liability and expense, including reasonable attorney' fees, arising out of any claim whatsoever, including claims of infringement or violation of intellectual property rights, directly or indirectly, from the use of images, information or any other items supplied to Rosenberg Production by CLIENT.

To the maximum extent allowed by law, you hereby agree to indemnify and defend, and hereby waive, releases and holds harmless Rosenberg Production, as well as its representatives, heirs, assigns, or agents (collectively "Released Parties") from any and all suits, claims, proceedings, demands or incidents alleging injury or loss to person or property ("CLAIMS"), which in any way arise out of or in connection with this Agreement or the services provided by Rosenberg Production. YOU HEREBY ACKNOWLEDGE THAT THIS DUTY TO INDEMNIFY AND DEFEND INCLUDES CLAIMS ARISING FROM OR CAUSED BY RELEASED PARTIES' NEGLIGENCE. The foregoing shall not apply to Claims caused solely by Released Parties' gross negligence, willful misconduct or fraud.

14. Limitation of Liability:

Rosenberg Production's maximum liability for any claim arising from or related to this Agreement or services provided by Rosenberg Production shall be limited to a monetary amount no greater than the total of monies paid by the CLIENT. Further Rosenberg Production shall not be liable or responsible for, and you hereby expressly waive, release, and relinquish all claims or demands arising under this Agreement for consequential, special, or indirect damages including, but not limited to, loss of profits, loss of business, and/or loss of use, regardless of legal theory used to assert such claim.

Except for the express warranties set forth in this Agreement, Rosenberg Production does not make any other express or implied warranties or representations of any kind, including any implied warranty of merchantability or fitness for a particular purpose. All such other warranties and representations are hereby disclaimed.

15. Creative Control:

Rosenberg Production will work with the CLIENT to get feedback and input, but Rosenberg Production retains creative control over the final creative asset(s).

16. Compensation:

Based on the CLIENT's chosen packages and creative requirements, the compensation to Rosenberg Production for the creative asset(s) will be based on the prices displayed on our website or through custom quotes. Full payment is due at time of purchase.

17. Miscellaneous:

Severability and Reformation: In the event any of the provisions contained herein are found to be null, void, and/or unenforceable, then such provision shall be reformed to the maximum extent allowed under applicable law to further the intent of the offending provision or removed with all else in this Agreement remaining effective.

No 3rd Party Beneficiaries: Both parties do hereby expressly acknowledge and confirm that no third party shall be deemed a beneficiary of this CONTRACT.

Dispute Resolution: This Agreement is to be governed and construed in accordance with the laws of the State of California without reference to choice of law rules. If any claim arises out of this Agreement, the parties shall, as a condition precedent to arbitration, engage in mediation of any dispute, unless the parties agree otherwise in writing. Any dispute which is not settled or disposed of by mediation shall be referred to binding arbitration or a claim may be filed in the appropriate court of law. The arbitration or court proceedings shall take place in Orange County, California, or elsewhere as the parties may agree. The prevailing party of any arbitration or court proceeding shall be entitled to recover from the non-prevailing party all reasonable costs and attorneys' fees arising from enforcing its rights under this Agreement.