

NOVA STUDIOS TERMS OF USE

1 INTRODUCTION TO THIS AGREEMENT

- 1.1 These terms of use (“**Terms**”) and all the documents expressly referred to in them (collectively, this “**Agreement**”) are the terms and conditions of the agreement which you enter into with Nova Studios (the “**Company**”, “**we**”, “**our**”, or “**us**”), when you access our website bousquetsport.com, which includes any webpage containing these domain names, including any page, application or interface that is enabled for use by a mobile device or any webpage redirected from another domain name to this domain name and any service provided on the website (collectively, the “**Site**”);
- 1.2 Please read these Terms, together with all the documents referred to in it, carefully before you start to use our Site. By accessing and using our Site, including by registering an account, you indicate that you have read, understand, and accept the terms and conditions of this Agreement and that you agree to abide by them each time you access and use our Site.
- 1.3 By using our Site, you agree to be bound by these Terms.

2 THE SITE

- 2.1 You acknowledge and agree that the Site and its contents, including, but not limited to, all photographs, information, data, text, product descriptions, mission specializations, program initiatives, software, music, sound, graphics, video, messages, tags and/or other materials (collectively, the “**Content**”) are proprietary or confidential information that belongs exclusively to the Company and is protected by applicable copyright, trademark, trade secret, patent or other proprietary rights and laws. You are not authorized to reproduce, republish, distribute, transmit, modify, sell or otherwise use the Content, or to create derivative works based on the Content, in whole or in part, without the Company’s express written authorization. This includes, but is not limited to, a prohibition on aggregating information on our Site that is in the public domain and publishing it elsewhere. Without limiting the above, you are not authorized to use the Content in order to gain a competitive advantage for marketing purposes (including third-party solicitations), to harass, abuse or harm others, or in a way that otherwise exceeds the scope of your authorized access to this Site. In addition, you are not authorized to use, access, search or obtain data from the Content of this Site by using any deep-link, framing, page scrape, robot, spider or other automatic device, program, algorithm, or similar methodology.
- 2.2 All logos, slogans, and trade dress, including the look and feel of the Site (“**Trademarks**”) are trademarks owned by the Company, its parent, subsidiaries, or affiliates to uniquely identify our Site and the services offered. You agree not to use these Trademarks anywhere without our prior written consent. In other words, by accepting this Agreement, you cannot use the Trademarks for any purpose.
- 2.3 **Copyright Agent:**

We respect the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact our Copyright Agent under the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2),

Copyright Agent
novastudioscreative@outlook.com
214 Dawes Ave.
Pittsfield, MA 01201

So that we can respond to your concerns, please send along the following in your notice to us:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material.
- Your contact information, such as an address, telephone number, and, if available, an electronic mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

3 DISCLAIMER, LIMITATION ON LIABILITY AND INDEMNITY

- 3.1 THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT PRODUCED BY OR THE SERVICES RENDERED BY ANY THIRD PARTY THAT MAY BE REFERENCED ON THE SITE OR TO WHICH ACCESS MAY BE PROVIDED VIA THE SITE. THE COMPANY MAY PROVIDE LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES (“THIRD PARTY SITES”) AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SITE. THE COMPANY DOES NOT OPERATE OR CONTROL IN ANY RESPECT, ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE SITE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SITE, AND ANY THIRD PARTY SITES ARE PROVIDED “AS IS” AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. THE COMPANY DOES NOT PROMISE THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SITE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECT WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT PROMISE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SITE OR IN THIRD PARTY SITES OR THE SERVICES PROVIDED BY THIRD PARTIES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE.

- 3.2 YOU ASSUME ALL RISK OF ERROR AND/OR OMISSIONS IN THE SITE, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE SITE, INCLUDING INFORMATION, AND FOR MAINTAINING ANY MEANS THAT YOU MAY REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED HEREUNDER. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE, AND ANY INFORMATION SENT OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES.
- 3.3 IN NO EVENT WILL THE COMPANY, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, AND THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, OR ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES, INCLUDING ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR SIMILAR DAMAGES, ALLEGED UNDER ANY LEGAL THEORY IN RELATION TO OR ARISING FROM THIS AGREEMENT OR OUR SERVICE, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT.
- 3.4 YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US AND OUR REPRESENTATIVES HARMLESS FROM ANY CLAIMS BY YOU OR ANY THIRD PARTY WHICH MAY ARISE FROM OR RELATE TO THIS AGREEMENT OR THE PROVISION OF OUR SERVICE TO YOU, INCLUDING ANY DAMAGES CAUSED BY YOUR USE OF THE SITE, THEIR CONTENT AND ANY SERVICES AVAILABLE ON OR THROUGH THE SITE OR ACCEPTANCE OF THE OFFERS CONTAINED ON IT. YOU ALSO AGREE THAT YOU HAVE A DUTY TO DEFEND US AGAINST SUCH CLAIMS, AND WE MAY REQUIRE YOU TO PAY FOR AN ATTORNEY(S) IN SUCH CASES. HOWEVER, WE RESERVE, AND YOU GRANT TO US, THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE

AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER. YOU AGREE THAT THIS INDEMNITY EXTENDS TO REQUIRING YOU TO PAY FOR OUR REASONABLE ATTORNEYS' FEES, COURT COSTS, AND DISBURSEMENTS. IN THE EVENT OF A CLAIM SUCH AS ONE DESCRIBED IN THIS PARAGRAPH, WE MAY ELECT TO SETTLE WITH THE PARTY/PARTIES, AND YOU SHALL BE LIABLE FOR THE DAMAGES AS THOUGH WE HAD PROCEEDED WITH A TRIAL.

- 3.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious or impairing computer programs or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.
- 3.6 We do not guarantee the security of the online services or any systems connected with the use of the Site (including the internet and your hardware and software, or any information passed through such systems. We do not guarantee access to the Site or any systems used in accessing our services will be continuous or virus or error free.
- 3.7 Any material downloaded or otherwise obtained through the use of the Site is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or through or from the Site shall create any warranty not expressly stated in this Agreement.

4 ACCESSING OUR SITE

- 4.1 As a condition of your access and use of our Site, you warrant to us that you have the right, authority and capacity to enter into and be bound by this Agreement.
- 4.2 We have no obligation to monitor or moderate any user's activity or use of our Site, however we retain the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or regulatory authority request.
- 4.3 Without any admission of liability, we may from time to time assess any possible risks for users from third parties when they use the Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. We may appoint certain users of the Site to act as moderators. We expressly exclude our liability for any loss or damage arising from the use of the Site by a user in contravention of our Terms (including our Content standards), whether the service is moderated or not. Any action that we might take in respect of a user or regarding Content is neither an admission of liability on our part nor an indication of the breach or otherwise of any standard or term by a user of particular Content. Where we do moderate the Site, we will normally provide you with a means of contacting the administrator, should a concern or difficulty arise.
- 4.4 We encourage the use by you of the contact information which we have placed on the Site which allows you to report any Content that is in breach of this Agreement or is in any other way objectionable and to notify moderators of any abuses or breaches of this Agreement.

4.5 When using our Site, your personal data will be processed in accordance with the terms of our Privacy Policy which forms part of this Agreement. Our Privacy Policy sets out how we may use information about you collected during your use of the Site.

4.6 You are responsible for making all arrangements necessary for you to have access to our Site.

5 RIGHT TO USE AND RESTRICTIONS

5.1 You agree that you shall not (and you agree not to allow any third party to):

- 5.1.1 copy any portion of the Site, except as expressly permitted herein;
- 5.1.2 use or remove any copyright, trade mark or other proprietary rights notices contained in or on the Site or in or on any Content or other material obtained via the Site;
- 5.1.3 use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Site;
- 5.1.4 create user accounts by automated means or under false or fraudulent pretences or create multiple log ins;
- 5.1.5 create or transmit unwanted electronic communications such as “spam” ,or make excessive challenges or invitations, to other users or otherwise interfere with other users’ enjoyment of the Site;
- 5.1.6 transmit any malware, ransomware, spyware, viruses, worms, defects, Trojan horses or other items of a destructive nature to other users or on the Site;
- 5.1.7 use the Site to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- 5.1.8 use any device, software or routine that interferes with the proper working of the Site , or otherwise attempt to interfere with the proper working of the Site;
- 5.1.9 take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- 5.1.10 use the Site intentionally or unintentionally, to violate any applicable law;
- 5.1.11 collect or store personal data about other users in connection with the prohibited activities described in this paragraph;
- 5.1.12 engage in or promote any contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming via the Site;
- 5.1.13 use the Site advertising, marketing, charitable, campaigning, for public relations or political purposes of any kind;
- 5.1.14 impersonate any person or entity;

5.1.15 upload, post, e-mail, transmit or otherwise make available using the Site any material that you do not have a right to make available under any law or contractual obligation which includes a breach of third party intellectual property rights; or

5.1.16 conduct any other activity that the Company, in its sole discretion, deems inappropriate.

6 TERMINATION We reserve the right terminate this Agreement immediately without notice to you at any time in our sole discretion.

7 COMPLAINTS If you believe that any activity breaches this Agreement or is in any other way objectionable, please notify us through siteadmin@milltowncapital.com the full details and specifying the reasons for your objections. If you do not provide us with sufficient information, we may be unable to process your complaint. We reserve the right to investigate and we will determine, in our discretion, what action (if any) to take. You are solely responsible for your interactions with other users of the Site. While we reserve the right to monitor or to intervene in disputes between you and other users, we have no obligation to do so.

8 DISPUTES WITH THIRD PARTIES You must tell us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Site. You will, at our request, immediately stop the act complained of. If we ask you to, you must confirm the details of the claim in writing. If you fail to stop the act or acts complained of we reserve the right to take any and all appropriate action against you under the terms of the Agreement.

9 LINKS FROM OUR SITE Where our Site contains links to other websites and resources provided by our partners or other third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you link to any such websites you leave our Site and do so entirely at your own risk.

10 CONTACT FROM US In the course of providing you services and in respect of your use of the Site, we may need to communicate with you via email or the other details that you have submitted to us. You agree to receive emails which are specific to your account and necessary for the normal functioning of the Site, including emails which help inform users about functionality of the Site.

11 JURISDICTION AND APPLICABLE LAW

11.1 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The offer and acceptance of this contract is deemed to have occurred in the Commonwealth of Massachusetts.

11.2 By using the Site, you agree to submit to the personal and exclusive jurisdiction of the courts located within Berkshire County in the Commonwealth of Massachusetts with respect to any claims arising from these Terms or your use of the Site.

11.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

- 11.4 YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE MATTERS CONTEMPLATED HEREBY.
- 12 AMENDMENTS** We may revise this Agreement at any time by amending the pages upon which they appear on our Site without giving notice of such modifications. Such modifications become effective immediately upon posting of the modified terms on the Site. You agree to review the Agreement periodically so that you are aware of any modifications. Your continued use of the Site after any modifications indicates your acceptance of the modified Agreement.
- 13 WAIVER** A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of that right or remedy or the exercise of another right or remedy.
- 14 SEVERABILITY** In the event that any clause or any part of any clause in this Agreement is declared invalid or unenforceable, by the judgment or decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other provisions contained in this agreement shall remain in full force and effect and shall not be affected by such finding for the term of this Agreement.
- 15 ASSIGNMENT AND ENTIRE AGREEMENT**
- 15.1 We may assign or subcontract any or all of our rights and obligations of our Agreement with you to a third party at any time, at our discretion. You may not, without our prior written consent, assign or dispose of any of your rights or obligations arising under this Agreement.
- 15.2 This Agreement contains the entire agreement and understanding between the parties relating to our Site, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or us. In the event of any inconsistency between the Privacy Policy and these Terms, these Terms shall take priority.
- 16 SUBMISSIONS** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback and other information about the Site provided by you to us are non-confidential and may be used by us at our discretion.
- 17 PRIVACY NOTICE** To review the Privacy Notice, please [click here](#)
- 18 Questions** If you have any questions regarding the Site or this Agreement, please email novastudioscreative@outlook.com.