

Novo Dé Productions

Terms and Conditions of Use and Participation

1. Introduction

- a. Our Website and Intellectual Property Standard Terms and Conditions (these “Terms” or these “Standard Terms and Conditions”) contained herein, shall govern your use of our website – **novodeproductions.com** – including, but not limited to all pages within the website (collectively referred to herein below as this “website”), social media, and any affiliate intellectual properties (collectively referred to herein below as “IP(s)”), or participation in or with any said properties, such as, but not limited to, Podcast show “Art of the Beholder.” These terms apply in full force and effect to your use or participation in the website or any IPs, and by using the website or participating in any IPs, you expressly accept all terms and conditions contained herein in full. You must not use the website or participate in any IPs, if you have any objection to any of these Standard Terms and Conditions.
- b. Use of the website or participation in IPs by any minors (defined as those who are not at least 18 years of age), must have verbal and/or written consent by a parent or legal guardian.

2. Intellectual Property Rights

- a. Other than the content you own, which you may have opted to include on our website, under these Terms, **Novo Dé Productions**, and/or its licensors, own all rights to the intellectual property and material contained on the website, and/or any associated affiliate mediums outside the website on other platforms, but only as affiliated with **Novo Dé Productions**, be it, but not limited to, written, audio, video, text, or any associated visual IPs, such as images.
 - i. By participating in podcast show “Art of the Beholder,” you're consenting to all terms and conditions, and will not hold **Novo Dé Productions**, or any of its affiliates, responsible for the opinions you express in the show, that is, before, during, or after. **Novo Dé Productions** reserves the right to final cut and edit of the show. However, in the case that a co-host, guest, or any of the like, has disputes on the content of the show in the final cut and/or edit, once produced and released, **Novo Dé Productions** will, in a good faith effort, try to find a resolution and/or settlement to any said disputes, otherwise, all inside and outside parties agree to higher level arbitration in the need of ongoing resolution and/or settlement.

3. Restrictions

- a. You are expressly and emphatically restricted from all of the following:
 - i. Publishing any website or IP material in any media without consent by **Novo Dé Productions**;
 - ii. Selling, sublicensing, and/or otherwise commercializing any website or IP material, without consent of **Novo Dé Productions**;
 - iii. Publicly performing and/or showing any website or IP material without consent of **Novo Dé Productions**;
 - iv. Using this website or IP in any way that is, or may be, damaging to the website itself, the IPs, or **Novo Dé Productions**;
 - v. Using this website in any way that impacts user access to the website or IPs;
 - vi. Using the website or IPs contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the website, IPs, or to any person or business entity;
 - vii. Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the website, use of the website, or IPs;
 - viii. Using the website or IPs to engage in any advertising or marketing without consent of **Novo Dé Productions**;
- b. Certain areas of the website or IPs are restricted from access by you, and **Novo Dé Productions** may further restrict access by you to any areas of the website or IPs, at any time, in its sole and absolute discretion.

4. Your Content

- a. In these Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images, or other material you choose to display on the website or within any of the IPs. With respect to “Your Content,” by displaying it, you grant **Novo Dé Productions**, a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate, and/or distribute it in any and all media.
- b. Your Content must be your own and must not be infringing on any third party’s rights. **Novo Dé Productions** reserves the right to remove any of Your Content from the Website or IPs at any time, and for any reason, without notice.

5. No Warranties

- a. The Website or IPs is provided “As Is,” with all faults, and **Novo Dé Productions** makes no express or implied representations or warranties, of any kind related to the website, the materials within, or associated IPs. Additionally, nothing contained on the website or IPs shall be construed as providing consult or advice to you.

6. Limitation of Liability

- a. In no event shall **Novo Dé Productions**, nor any of its officers, directors, and/or employees, be liable to you for anything arising out of or in any way connected with your use or participation with the website or IPs, whether such liability is under contract, tort or otherwise, and **Novo Dé Productions**, including its officers, directors, and/or employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use and participation with the website or IPs.

7. Indemnification

- a. You hereby indemnify to the fullest extent **Novo Dé Productions**, and all officers, directors, and/or employees, from and against any and all liabilities, costs, demands, causes of action, damages, and/or expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. Severability

- a. If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Variation of Terms

- a. **Novo Dé Productions** is permitted to revise these Terms at any time as it sees fit, and by using or participating with the website or IPs, you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use and participation with the website and IPs.

10. Assignment

- a. **Novo Dé Productions** shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer or subcontract any of your rights and/or obligations under these Terms.

11. Entire Agreement

- a. These Terms, including any legal notices and disclaimers contained on the website or associated around IPs, constitute the entire agreement between **Novo Dé Productions** and you in relation to your use of the website, IPs, or the like, and supersede all prior agreements and understandings with respect to the same.

12. Governing Law and Jurisdiction

- a. These Terms will be governed by and construed in accordance with all Unites States and International laws, and you submit to the non-exclusive jurisdiction of said laws for the resolution of any disputes.