

## **Website Terms of Use**

### **Agreement between user and leviandtoonk.com**

Welcome to Leviandtoonk.com (<http://www.leviandtoonk.com>). The Leviandtoonk.com website (the "Site") is comprised of various web pages operated by Levi&Toonk LLC. The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of Leviandtoonk.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

### **Privacy**

Your use of the Site is subject to Levi&Toonk LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting the Site or sending emails to Levi&Toonk LLC constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Levi&Toonk LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. Levi&Toonk LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Levi&Toonk LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Site only with permission of a parent or guardian.

### **Links to third party sites/Third party services**

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Levi&Toonk LLC and Levi&Toonk LLC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Levi&Toonk LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Levi&Toonk LLC of the site or any association with its operators.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Leviandtoonk.com domain, you hereby acknowledge and consent that Levi&Toonk LLC may share such information and data with any third party with whom Levi&Toonk LLC has a contractual relationship to provide the requested product, service or functionality on behalf of the Site's users and customers.

### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Levi&Toonk LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or

attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Levi&Toonk LLC, its suppliers and partners, and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Levi&Toonk LLC content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Levi&Toonk LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Levi&Toonk LLC or our licensors except as expressly authorized by these Terms.

### **Materials provided to the Site or posted on any Levi&Toonk LLC Web page**

Levi&Toonk LLC does not claim ownership of the materials you provide to the Site (including feedback and suggestions) or post, upload, input or submit to any Levi&Toonk LLC Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Levi&Toonk LLC, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Levi&Toonk LLC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Levi&Toonk LLC's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Site is controlled, operated and administered by Levi&Toonk LLC from our offices within the USA. If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Levi&Toonk LLC Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Levi&Toonk LLC, its officers, directors, employees, agents and third parties, for any losses, costs, damages, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Levi&Toonk LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Levi&Toonk LLC in asserting any available defenses.

## **Notification of Infringement**

The Site abides by the federal Digital Millennium Copyright Act (DMCA) by responding to written notices of alleged infringement by legitimate copyright holders. As part of our response we may remove or disable access to allegedly infringing material residing on our website and within the Levi&Toonk LLC Service. Please note that Levi&Toonk LLC does not control content hosted on any third-party website and cannot remove content from any website it does not own or control.

To file a copyright infringement notification with the Site, send a written communication to Levi&Toonk LLC's Copyright Agent, as required by the DMCA, and provide the following information in writing:

- Identification of the copyrighted work that you claim has been infringed;
- Identification of the specific material that is claimed as infringing and information sufficient to permit the Site to locate that material on our website or within the Communication Service (providing a URL is the best way to help us locate the content quickly),
- A statement that you believe, in good faith, that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or by law;
- If you are not the copyright owner, a description of your relationship to the copyright owner;
- Your contact information, including your address, telephone number and email address;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner; and
- A physical or electronic signature of a person authorized to act on behalf of the copyright owner.

Please note that under Section 512(f) of the DMCA, anyone who knowingly misrepresents that material or activity is infringing may be liable for damages and attorney's fees incurred by the alleged infringer or by Levi&Toonk LLC. Therefore, if you are not sure whether material infringes your copyright, you should first consider contacting an attorney.

## **Levi&Toonk LLC's Response to Notifications**

Following receipt of a proper written notice, Levi&Toonk LLC will expeditiously remove or disable the allegedly infringing content. We will also notify the customer or user who submitted or posted the allegedly infringing material and provide them with a copy of the copyright infringement notice. We may suspend or terminate access to the Site for customers that repeatedly or egregiously infringe others' copyrights.

Counter Notification:

If a contributor to the Site believes that their content was removed or disabled by mistake or misidentification, the customer can send us a written counter-notification that includes the following:

- The customer's contact information, including name, address, email and telephone number;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement that the contributor consents to the jurisdiction of the U.S. Federal District Court for the judicial district in which the contributor is located (or if the contributor is outside the U.S., the U.S. Federal District Court for the Northern District of California located in San Francisco, CA), and that you will accept service of process from the person who originally provided the Site with the Infringement Notice;
- A statement under penalty of perjury that the customer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

- A physical or electronic signature of the customer.

Please note that under Section 512(f) of the DMCA, any person who knowingly misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

The Site will only accept counter-notices that meet the requirements set forth above and are properly submitted to our Copyright Agent. Upon receipt of a proper written counter notification, the Site will provide the person that submitted the infringement notice with a copy of the counter notification and will, on or after 10 business days following receipt of the counter notification, restore the removed material to the Site unless our Copyright Agent first receives notice that a court action has been filed to restrain the customer from engaging in infringement related to the allegedly infringing material.

Both infringement notifications and counter notifications should be submitted to our Registered Agent using the following information:

To: Levi&Toonk LLC ; Attention: Briantria Smocks  
Subject Line: DMCA notice / DMCA counter notice  
Email: [leviandtoonk@gmail.com](mailto:leviandtoonk@gmail.com)  
Address: PO Box 425 Lakewood, CA 90714  
Telephone: +1 214 893 0828

The full text of the Digital Millennium Copyright Act can be found at <http://www.copyright.gov/legislation/hr2281.pdf>

#### **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LEVI&TOONK LLC MEDIA GROUP AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

LEVI&TOONK LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. LEVI&TOONK LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LEVI&TOONK LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE,

EVEN IF LEVI&TOONK LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/access restriction**

Levi&Toonk LLC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Levi&Toonk LLC as a result of this agreement or use of the Site. Levi&Toonk LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Levi&Toonk LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Levi&Toonk LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Levi&Toonk LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Levi&Toonk LLC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Levi&Toonk LLC reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Levi&Toonk LLC encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Levi&Toonk LLC welcomes your questions or comments regarding the Terms:

Levi&Toonk LLC  
PO Box 425  
Lakewood, CA 90714

Email Address:  
[leviandtoonk@gmail.com](mailto:leviandtoonk@gmail.com)

Telephone number:  
214-893-0828

Effective as of November 5, 2019