

TERMS OF SERVICE

Last Updated: May 10th, 2025

We include brief summaries before each section to make reading and understanding this agreement easier. The summaries do not replace the text of each section, and you should still read each section in its entirety.

1. Agreement

*These Terms and your Order Form collectively form the **Agreement** between your business and Dawn.*

- (a) **The Agreement.** These Terms of Service (“**Terms**”) govern your Order(s) collectively form the “**Agreement**” between you and Dawn LLC (“**we**”, “**us**”, “**our**” and “**Dawn**”). The Agreement governs our provision of Services and your use of our online platform at <https://dawn.la>.
- (b) **Updates.** These Terms are effective as of the *Last Updated* date above. As the Services change, we may update these Terms by posting a new version and updating the *Last Updated* date. Changes will only go into effect upon the renewal of your Subscription.

2. Definitions

In the Agreement, these defined terms have particular meanings.

- (a) “**Deliverables**” means the creative assets you request and we agree to provide as part of your Project(s) under an Order.
- (b) “**Intellectual Property**” means all rights in and to intellectual property, including inventions, trade secrets, designs, research tools, strategies, improvements and rights of authorship and attribution, whether or not protectable as patents, trademarks, trade secrets or copyrights.
- (c) “**Order**” means any order you enter into for our paid Services. A PDF of each Order will be sent to the email address provided during the Order process.
- (d) “**Project**” means a workstream directed to a discrete brand or marketing goal.
- (e) “**Services**” means our provision of strategic and creative consultation and development to you toward brand goals, which may include copywriting, go-to-market campaigns, video editing & motion, positioning & strategy, design & branding.
- (f) “**you**” and “**your**” means you as the user of the Services, and, unless you enter an Order in your individual capacity, the business or legal entity on whose behalf you enter into an Order.

- (i) If you use the Services on behalf of a business, then “you” includes you and that entity, and you represent and warrant that (i) you are authorized to bind the company to the Agreement, and (ii) you agree to the Agreement on the company’s behalf.

3. Services

We’ll work diligently to provide the Services described in your Order. You can track your Projects and Deliverables online.

- (a) Services. We agree to provide the Services specified your Order, working diligently toward creating Deliverables for your Project(s) in accordance with the timeframes, limitations and expectations described in your Order.
- (b) Dashboard. You may access our client dashboard to create a Project, track your Deliverables queue and status. All use of dawn.la is subject to our Acceptable Use Policy.
- (c) Our Commitment. We represent and warrant that:
- (i) we will perform the Services in a professional and workmanlike manner, using personnel of required skill, experience, and qualifications, in accordance with industry standards for similar services;
- (ii) we will comply with all applicable laws, rules, and regulations in providing the Services;
- (iii) you will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; and
- (iv) the Deliverables will not infringe the intellectual property or privacy rights of any third party, except to the extent caused by Your Content or Third Party Materials.
- (d) No exclusivity. You understand and acknowledge that Dawn may now or in the future provide Services to other people and businesses, and some may be similar to you or your business.

4. Termination

- (a) Termination. The Agreement begins on the Order date and continues until terminated under this Section 4(a).
- (i) We maintain a strict no-refund policy on all payments made for services.
- (ii) Customers wishing to cancel their subscription must provide written notice at least fifteen (15) days prior to their next billing cycle to prevent charges for the subsequent period. We may terminate the Agreement on not less than fifteen (15) days’ notice. In each case, your Subscription will not renew and the Agreement will terminate as of the end of your current Subscription Period or the end of the fifteen (15) day notice period, whichever is later.

- (iii) In addition to cancellation, you may also choose to pause your Subscription. You can pause your Subscription at any time by providing us with written notice. There is no minimum notification period required for pausing. Upon pausing, services will halt immediately, and you will receive a credit for the remaining unused days in your current Subscription Period.
 - A. The credit for unused days is valid for four (4) months from the date you pause your Subscription. Any unused credit after four (4) months will be forfeited.
 - B. Once resuming the Subscription, you may pause again after 7 days.
 - C. You can resume your Subscription at any time by contacting us. Depending on availability, we may choose to resume the subscription up to 15 days after a request is initiated.
- (iv) Either of us may terminate the Agreement for any material breach that remains uncured after ten (10) days' written notice.
- (v) Either party may terminate the Agreement immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- (vi) We may terminate the Agreement if you fail to pay Fees when due and any amount remains unpaid ten (10) days after you are notified of an unpaid balance.
- (b) Effect of Termination. Upon termination or expiration of the Agreement, we will, at your election, destroy or return your Confidential Information and Your Content. Termination for any reason will not relieve you of the obligation to pay any amounts due and payable under any Order(s) prior to the effective date of termination.

5. Pricing, Subscriptions and Payment

Subscriptions automatically renew until you cancel.

- (a) General. Our Services are available through subscriptions of various durations ("**Subscriptions**") or as a-la-carte additional purchases, such as for discrete Projects ("**Add-Ons**").
- (b) Subscriptions. Our Subscriptions are continuous. Subscriptions begin on your Order date and renew on a recurring basis for periods of the same duration as your initial Subscription period until canceled (each, a "**Period**"). You may cancel at any time by providing written notice to us of your intent to cancel your Subscription.
 - (i) Pricing changes. We reserve the right to change the cost of our Subscriptions at any time. Any change will become effective as of the first Period that is forty-five (45) days after we notify you of the pricing change.
- (c) Payments. We accept payments through Stripe by credit or debit card. You agree that we may charge all amounts due and owing under your Order(s) to your credit card, debit card, or other payment mechanism selected by you and approved by us ("**Payment Method**") at the time of your Product purchase (including at the beginning of each Period).

- A. You must complete payment for your Products through our third-party payments provider, Stripe ("**Payment Processor**").
 - B. You acknowledge and agree that all information you provide to purchase paid Services is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to us or our Payment Processor.
 - C. You agree to promptly update your Payment Method to allow for timely payment. You agree that we may use any updated Payment Method information provided by your issuing bank or payment network.
- (d) Taxes. Paid Services may be priced to add or include applicable local taxes (such as sales taxes or VAT), as provided in your Order.
- (e) No Refunds. Payments under Orders are nonrefundable and there are no credits for partially used Periods.
- (f) Time Off Policy. As part of our commitment to delivering quality services, we also recognize the importance of taking time off for rest, personal matters, and health. We have established the following time-off policy, which applies only for the Standard subscription tier:
- A. Monthly Time Off Allowance: Dawn LLC is entitled to take up to three (3) days off each month, which includes national holidays, sick days, and personal time. These days will not affect the timeline or deliverables of your project, and no credit will be provided to you for these days.
 - B. Extended Time Off: If we plan to take more than three (3) consecutive business days off within a month, we will notify you at least two (2) weeks in advance. Any additional days beyond the initial three (3) days will be credited to your account for future use. This credit may be applied when you pause or cancel your subscription, allowing for an extension of services equivalent to the number of days credited. Please note that this is a service credit only and is not refundable in monetary form.
 - C. Notification and Application of Credits: We will promptly notify you if additional time off is required, and you may choose to use the credited days at your discretion when you pause or cancel your subscription. These credits will not be automatically applied but must be requested during the subscription modification process.
 - D. Holiday Closure: Dawn LLC will be closed for the entire week between Thanksgiving and Christmas. This period is considered time off for the company and will not count toward the monthly time off allowance. It will also not be credited to your account. During this week, services will be paused, and work will resume after the break.

6. Content

You own all of your Deliverables, except for any Preexisting Materials, which are licensed to you royalty-free.

- (a) We agree that you own all worldwide right, title, and interest in and to all Deliverables, including all Intellectual Property Rights therein, excluding only Preexisting Materials, which are licensed to You under Section 6(c)(ii).

(b) Your Content.

- (i) You own all content and materials you provide to Dawn for the performance of our Services ("**Your Content**"). You are fully responsible and liable for Your Content.
- (ii) You represent and warrant to us that Your Content is accurate, does not (and will not, as used by Dawn to perform the Services in accordance with your instructions) infringe or violate the intellectual property or privacy rights of any other person or business.
- (iii) Your Content license to us. During the term of the Agreement, you grant us a fully-paid, royalty-free right and license to use Your Content for the sole purpose of providing the Services to you in accordance with your instructions.

(c) Preexisting Materials

- (i) Notwithstanding anything herein to the contrary, your ownership of the Deliverables will be subject to (collectively, "**Preexisting Materials**"):
- A. the rights of third parties whose materials or services are contained in the Deliverables and used under a license or other permission granted to you or us ("**Third Party Materials**"), and
- B. Dawn's ownership of materials owned by Dawn prior to, or independent from, the performance of Services under the Agreement, and all methodologies, software, applications, processes or procedures used, created or developed by Dawn in the general conduct of its business, excluding those developed specifically for you as part of the Services (collectively, "**Dawn Materials**").
- (ii) We hereby grant you a royalty-free, perpetual, worldwide license to any Preexisting Materials to the extent incorporated in, combined with, or otherwise necessary for the use of the Deliverables for any and all purposes, subject to any specific limitations on Third Party Materials agreed by the parties prior to their delivery in Deliverables.

7. Confidentiality.

- (a) Confidential Information. The parties acknowledge that each may disclose certain valuable confidential and proprietary information to the other party (any such information, the "**Confidential Information**"). Your Content is your Confidential Information. The receiving party may only use the disclosing party's Confidential Information to fulfil the purposes of the Agreement and in accordance with the terms of the Agreement. The receiving party will protect the disclosing party's Confidential Information by using at least the same degree of care as the receiving party uses to protect its own Confidential Information of a like nature (but no less than a reasonable degree of care) to prevent the unauthorized use and disclosure of such Confidential Information. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to its (and its Affiliates) employees, advisors, consultants, and agents on a need-to-know basis and provided that such party is bound by obligations of confidentiality substantially similar to those contained herein. This Section 4 supersedes any and all prior or

contemporaneous understandings and agreements, whether written or oral, between the parties with respect to Confidential Information and is a complete and exclusive statement thereof.

- (b) Exceptions. Except for Your Content, information will not be deemed Confidential Information if it: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the Agreement by the receiving party; or (iv) is independently developed by the receiving party without use of or reliance upon the disclosing party's Confidential Information, and the receiving party can provide evidence to that effect. The receiving party may disclose Confidential Information pursuant to the requirements of a court, governmental agency or by operation of law but will (to the extent permissible by law) limit such disclosure to only the information requested and give the disclosing party prior written notice sufficient to permit the disclosing party to contest such disclosure.
- (c) Consent to Describe Engagement. We may, without disclosing any of your Confidential Information, include you in a list of current or past clients. You may at any time notify us in writing to remove your name and/or identifying information from any of our public materials; provided, however, that we will have no obligation to retrieve or otherwise collect or destroy any prior materials distributed, posted or otherwise used which included your name and/or identifying information.

8. Disclaimers, Limits on Liability & Indemnification

Except for indemnification obligations, neither of us will be liable to the other for indirect damages or an amount in excess of what you paid Dawn during the trailing six months.

- (a) Warranties.
 - (i) Except as stated elsewhere in these Terms, all of the Services and Deliverables are provided "as is" without warranty of any kind. To the fullest extent permitted by law, we disclaim without limitation all warranties, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise, including the warranties of merchantability, title, non-infringement of third parties' intellectual property rights, or fitness for a particular purpose.
- (b) Limitations of Liability. Except for the indemnity obligations stated below, to the fullest extent allowed by applicable law, under no circumstances and under no legal theory will either of us be liable to the other with respect to the subject matter of the Agreement for:
 - (i) Any indirect, special, incidental, or consequential damages of any kind, or
 - (ii) Any aggregate amount in excess of the amounts paid by you to us for the Services in the six-month period preceding the applicable claim.

These limits apply to all claims, obligations and liabilities relating to the Agreement, even if you or we are aware of the possibility of these damages, and even if these limited remedies fail of their essential purpose.

(c) Indemnification of Third-party Claims.

- (i) To the fullest extent allowed by applicable law, we agree to indemnify, defend and hold harmless you, your affiliates, officers and personnel ("**indemnified parties**") from and against any and all third-party claims, liabilities, damages (actual and consequential), losses and expenses, including reasonable outside attorneys' fees (collectively, "**Claims**") arising from or relating to Dawn's breach of (i) its representations and warranties under Section 3(c) or (ii) its confidentiality obligations under Section 7.
- (ii) To the fullest extent allowed by applicable law, you agree to indemnify, defend and hold harmless Dawn LLC and its indemnified parties from Losses arising from or relating to any breach of (i) Section 6(b) ('Your Content') or (ii) your violation of applicable law.

Indemnity obligations will survive any termination or expiration of the Agreement for a period of two (2) years.

9. Dispute Resolution

In the unlikely event that you and Dawn have a legal dispute, you and Dawn agree to try to resolve it among ourselves first. Any dispute we can't resolve together will be arbitrated.

- (a) In general. Any dispute, claim, or controversy between you and us (that is not resolved informally, as provided below) that arises from or relates in any way to the Agreement (including any alleged breach of the Agreement), the Services, or our relationship with you (collectively, "**Dispute**"), will be exclusively resolved through binding arbitration, except as otherwise provided in this Dispute Resolution section.
- (b) Informal Process First. In the event of any Dispute, the parties agree to make good faith efforts to resolve the Dispute for a period of not less than fifteen (15) days before initiating arbitration.
- (c) Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining Dispute relating in any way to your use of our services or products, including the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Dispute.
 - (i) You and Dawn LLC agree that any Dispute will be settled by final and binding arbitration, using the English language, administered by JAMS under its Streamlined Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms).
 - (ii) Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. You understand that by agreeing to these terms, you and Dawn LLC are each waiving the right to trial by jury or to participate in a class action or class arbitration.

10. Additional Provisions

- (a) Governing Law; Forum. The Agreement is governed by and construed in accordance with the laws of the State of California, without resort to its conflict of law provisions. Subject to Section 9(c), you and we agree to only bring Disputes and any other legal proceeding in the state and federal courts located in Los Angeles, California. You and we consent to the jurisdiction of those courts. You and we agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.
- (b) Relationship. You and Dawn agree there are no third-party beneficiaries intended under the Agreement. You acknowledge and agree that you are not an employee, agent, partner, or joint venturer of Dawn LLC.
- (c) Interpretation. If it turns out that a particular term of the Agreement is not enforceable for any reason, this will not affect any other terms. Any words following the terms "including," "include," "in particular," "for example", "such as" or any similar expression are illustrative, non-exhaustive and do not limit the sense of the words, phrase or description preceding those terms. The word "or" as used in these Terms is not exclusive. The failure of either party to exercise, in any way, any right under these Terms does not waive any further rights the Terms provide.
- (d) Entire Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement. The Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. You and we acknowledge that there have been no warranties, representations, covenants or understandings made by either party to the other, except such as are expressly set forth in the Agreement. No modification, amendment, or waiver of any provision of the Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.
- (e) Force Majeure. In no event will we be liable to you, or be deemed to have breached the Agreement, for any failure or delay in performing our obligations under the Agreement, to the extent such failure or delay is caused by any circumstances beyond our reasonable control.