

UNION POINT PRODUCTIONS

TERMS & CONDITIONS

Effective Date: April 8, 2026

1. Agreement to Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("Client," "you," or "your") and Union Point Productions ("Company," "we," "us," or "our"), a California corporation located at 4500 Park Granada Blvd, Calabasas, CA 91302.

By accessing our website, purchasing our products or services, or engaging with us in any capacity, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our website or services.

2. Description of Services

Union Point Productions provides media production, brand development, content creation, consulting, and related business services (collectively, "Services"). The specific scope, deliverables, timeline, and pricing of Services will be outlined in a separate Statement of Work, Proposal, or Service Agreement entered into between the parties.

We reserve the right to modify, suspend, or discontinue any aspect of our Services at any time, with or without notice.

3. Payment Terms

3.1 Fees

All fees for Services are as set forth in your project agreement, invoice, or at the point of purchase. Prices are in U.S. dollars and are subject to change without notice for future engagements.

3.2 Payment Schedule

Unless otherwise agreed in writing, payment is due upon receipt of invoice. Project-based work may require a deposit before work commences, with the remaining balance due upon project completion or as outlined in your agreement.

3.3 Late Payments

Invoices not paid within 15 days of the due date may be subject to a late fee of 1.5% per month on the outstanding balance. We reserve the right to pause or suspend Services for accounts with overdue balances.

3.4 Refunds

Due to the custom nature of our Services, all payments for work already performed are non-refundable. Deposits are non-refundable once work has commenced. Refund requests for unused prepaid services must be submitted in writing within 30 days of purchase.

4. Intellectual Property

4.1 Company Materials

All content, materials, methods, templates, and tools created by or belonging to Union Point Productions prior to or independently of any client engagement remain the exclusive property of Union Point Productions. Client engagement does not transfer ownership of Company's pre-existing intellectual property.

4.2 Deliverables

Upon receipt of full payment, Union Point Productions grants the Client a non-exclusive license to use the deliverables produced under a project agreement for the Client's intended business purposes. Unless explicitly stated in a signed agreement, Union Point Productions retains the right to display deliverables in its portfolio and marketing materials.

4.3 Client Content

Client represents and warrants that any materials, images, logos, copy, or other content provided to Union Point Productions for use in Services ("Client Content") are owned by or licensed to the Client, and that Client has the full right to use and authorize use of such content. Client grants Union Point Productions a limited license to use Client Content solely for the purpose of providing the Services.

5. Client Responsibilities

To ensure successful delivery of Services, Client agrees to:

- Provide accurate, complete, and timely information and feedback
- Respond to requests for approvals, revisions, or content within agreed timeframes
- Ensure all Client Content provided does not infringe on any third-party rights
- Designate an authorized representative to communicate with Union Point Productions

Delays caused by Client's failure to fulfill these responsibilities may result in revised timelines and additional fees.

6. Confidentiality

Both parties agree to keep confidential any non-public, proprietary, or sensitive information shared during the course of the engagement ("Confidential Information"). Neither party will disclose Confidential Information to third parties without prior written consent, except as required by law or as necessary to perform the Services.

This obligation of confidentiality shall survive the termination of any service agreement between the parties.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNION POINT PRODUCTIONS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR

USE OF OUR SERVICES OR THESE TERMS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO UNION POINT PRODUCTIONS IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

8. Disclaimer of Warranties

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT RESULTS FROM USE OF OUR SERVICES WILL ACHIEVE ANY SPECIFIC BUSINESS OUTCOME.

9. Indemnification

You agree to indemnify, defend, and hold harmless Union Point Productions and its officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of our Services; (b) Client Content you provide; (c) your breach of these Terms; or (d) your violation of any applicable law or third-party rights.

10. Termination

Either party may terminate an active service agreement with 15 days written notice. Upon termination:

- Client is responsible for payment of all Services rendered up to the termination date
- Union Point Productions will deliver any completed work product upon receipt of final payment
- Both parties will return or destroy the other party's Confidential Information upon request

We reserve the right to terminate access to our website or services immediately, without prior notice, for any violation of these Terms.

11. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any dispute arising from or related to these Terms or our Services shall first be subject to good-faith negotiation. If not resolved within 30 days, disputes shall be submitted to binding arbitration in Los Angeles County, California, under the rules of the American Arbitration Association.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm.

12. Email & Marketing Communications

By providing your email address, you consent to receive transactional emails related to your engagement with us. If you opt in to our marketing list, you consent to receive promotional communications. You may opt out at any time by clicking the unsubscribe link in any email or by contacting info@unionpointproductions.com. We comply with the CAN-SPAM Act and all applicable email marketing regulations.

13. Website Use

You agree to use our website only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the website in any way that violates applicable local, state, national, or international laws
- Attempt to gain unauthorized access to any part of the website or its related systems
- Transmit any unsolicited advertising or promotional material
- Reproduce, distribute, or create derivative works based on our website content without written permission

14. Third-Party Services & Links

Our website or Services may reference, integrate with, or contain links to third-party websites, tools, or platforms. Union Point Productions is not responsible for the content, practices, or policies of any third-party services. Your use of such services is governed by their respective terms and privacy policies.

15. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Changes will be effective upon posting to our website with an updated effective date. Your continued use of our website or Services after any changes are posted constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

16. Severability & Entire Agreement

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

These Terms, together with any applicable project agreements or statements of work, constitute the entire agreement between you and Union Point Productions with respect to our Services and supersede all prior or contemporaneous communications and proposals.

17. Contact Us

For questions or concerns about these Terms, please contact:

Union Point Productions

4500 Park Granada Blvd, Calabasas, CA 91302

Email: info@unionpointproductions.com

Website: www.unionpointproductions.com

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