

WEBSITE TERMS OF USE

Last Revised: January 26, 2024

WEBSITE TERMS OF USE

These terms of use ("**Terms**") govern your use and access to Chapman-Leonard.com (collectively, the "**Site**") which are operated and/or owned by Chapman/Leonard Studio Equipment Inc. ("**we**", "**us**", or "**Chapman/Leonard**").

PLEASE READ THIS PAGE CAREFULLY AS THESE TERMS GOVERN YOUR USE OF THIS SITE. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCESS THE SITE.

THE TERMS INCLUDE A CLASS ACTION WAIVER AND WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

We may periodically change these Terms, so please check them from time to time as your continued use of the Site signifies your acceptance of any changed terms.

These Terms contain disclaimers and other provisions that limit our liability to you.

Click on the links below to jump to specific sections:

[TIMELINESS OF CONTENT](#)
[UNITED STATES SITE](#)

This Site is for use, goods, and services offered in the United States of America only. The Site includes a third party link (See Section 8 below) and contact information for a third party provider customers based in the United Kingdom.

[ACCEPTABLE USE](#)
[AGE REQUIREMENT](#)
[INTELLECTUAL PROPERTY RIGHTS](#)
[USER CONTENT](#)
[SUBMISSION OF IDEAS](#)
[LINKS TO THIRD PARTY WEBSITES](#)
[DMCA NOTICE](#)
[PRIVACY](#)
[INDEMNITY](#)
[DISCLAIMER OF WARRANTIES](#)
[LIMITATION OF LIABILITY](#)
[ARBITRATION](#)
[WAIVER OF CLASS ACTIONS AND JURY TRIALS](#)
[GOVERNING LAW](#)
[WAIVER AND SEVERABILITY](#)
[MODIFICATION](#)
[ENTIRE UNDERSTANDING](#)
[NOTICE TO CALIFORNIA RESIDENTS](#)
[CONTACT US](#)

1. TIMELINESS OF CONTENT

All Content of the Site is presented only as of the date provided, published, or indicated, and may be superseded by subsequent changes in law or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent version of the applicable application or website.

2. UNITED STATES SITE

This Site is for use, goods, and services offered in the United States of America only. The Site includes a third party link (See Section 8 below) and contact information for a third party provider customers based in the United Kingdom.

3. ACCEPTABLE USE

In no event may the Site be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) provides sensitive personal information unless specifically requested by Chapman/Leonard, (d) includes spam or any unsolicited advertising; (e) uses or launches any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” to access Chapman/Leonard or the content contained on the Site; (f) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (g) attempts to gain unauthorized access to Chapman/Leonard’s services, computer network or user accounts; (h) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; (i) violates these Terms; (j) attempts to damage, disable, overburden, or impair Chapman/Leonard’s servers or networks; (k) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; or (l) fails to comply with applicable third-party terms.

Except as otherwise permitted by Chapman/Leonard, no Content or other materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may not download material displayed on the Site. You may not use, distribute, modify, transmit, or post the content of the Site for public or commercial purposes, including any text, images, audio, or video without Chapman/Leonard's written permission.

We reserve the right, in our sole discretion, to terminate your or any user’s participation in or use of the Site, remove content, or assert legal action with respect to content or use of the Site, that we reasonably believe is or might be in violation of these Terms. Our failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

4. AGE REQUIREMENT

The Site is designed for entertainment industry businesses and professionals. The Site is not directed toward, nor intended for use by, anyone under the age of 13. YOU MUST BE AT LEAST AGE 13 TO ACCESS AND USE THE SITE. If you are between the ages of 13 and 18, you may only use the Site under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

5. INTELLECTUAL PROPERTY RIGHTS

All contents and materials on this Site or offered as part of the Site is protected as the copyrights, trade dress, trademarks and/or other intellectual properties (whether registered or unregistered) owned by Chapman/Leonard or by other parties that have licensed their material to us or where such use is fair use. You may not use, copy, republish, duplicate, frame, or use any of the contents or materials on this Site without our express written consent. All rights not expressly granted are reserved.

All customer testimonials are used with permission from individual users of the goods/services on his/her/their behalf and do not represent the opinions of any company unless explicitly attributed to such company.

6. USER CONTENT

You acknowledge that you are responsible for any material you may submit to us through the Site, including, without limitation by submitting information through the [CONTACT US](#) page, by requesting a quote, comments, articles, or uploading any other content in any format (including video) (collectively, “**User Content**”). User Content must be reliable, appropriate, original (or with appropriate rights), legally permissible, and may not infringe on the rights of any third party. You may not upload commercial content onto the Site.

If you do submit User Content, and unless we indicate otherwise, you grant Chapman/Leonard a right to use such User Content to communicate with and/or provide goods or services to you. You further agree that Chapman/Leonard is free to use any ideas, concepts or know-how that you or individuals acting on your behalf may provide to Chapman/Leonard. You represent and warrant that you own or otherwise control all the rights to the User Content you post; that the User Content is accurate; that use of the User Content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Chapman/Leonard for all claims resulting from User Content you supply.

7. SUBMISSION OF IDEAS

Separate and apart from the User Content you provide or utilize the Site for, you may submit questions, comments, feedback, suggestions, ideas, improvements, plans, or other information to/about Chapman/Leonard, our Site and/or our products (collectively, "*Idea*") either through the Site, social media, or otherwise. The Idea you submit are voluntary, non-confidential, gratuitous and non-committal. Please do not send us an Idea if you expect to be paid or want to continue to own or claim rights in them; your Ideas might be great, but we may have already had the same or similar idea and we do not want disputes. You must also inform us if you have a pending or registered patent relative to the Idea.

You represent and warrant that your Idea is not subject to any confidentiality obligations or third-party intellectual property encumbrances and that you own and control all of the rights to the Idea and have the authority to grant the rights to Chapman/Leonard that you grant herein.

By submitting your Idea, you grant Chapman/Leonard and its designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license or sub-license the Idea and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. By submitting your Idea, you hereby release Chapman/Leonard and its agents and employees from any claims that such use violates any of your rights.

Chapman/Leonard shall own exclusive rights, including all intellectual property rights, to any work we create or have created from the Idea or a similar idea of our own.

8. LINKS TO THIRD PARTY WEBSITES

This Site may provide links or embedded content to websites operated by third parties. Please note that www.chapmanleonard.com is a third-party site that is not operated by Chapman/Leonard. We do not control, endorse, or adopt any information, product, service, promotion, offering, or other content or materials included in such linked websites, including that the inclusion of any link or embedded content does not imply affiliation, endorsement, or adoption by Chapman/Leonard of any website, or any information contained therein, and we can make no guarantee as to its accuracy or completeness. You acknowledge and agree that in no event may Chapman/Leonard be held responsible or liable for the actions, product, and content of any such websites. When you visit other sites via links or embedded content, you should understand that our terms and policies no longer govern and that the terms and policies of those third-party sites will now apply. Before you use any linked website or embedded content, you should review such website's applicable conditions of use and policies. If you decide to access such third-party sites, you do so at your own risk.

9. DMCA NOTICE

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on or through the Site infringe your copyright, you (or your agent) may send us a notice requesting that we remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. If Chapman/Leonard receives a valid counter-notification, we may reinstate the removed or disabled material in accordance with the DMCA. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA.

Notices should be sent to:

Chapman/Leonard Studio Equipment Inc.
Attention: Chris De Franco
12950 Raymer St.
Valley Glen, CA 91605
marketing@chapman-leonard.com

Copy to: Miller Haga Law Group, LLP
Attention: Managing Partner
23901 Calabasas Road
Suite 2001
Calabasas, CA 91302

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages,

including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

In accordance with the DMCA and other applicable law, Chapman/Leonard has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. Chapman/Leonard may also, in its sole discretion, limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. PRIVACY

We take your privacy seriously. For detailed information about our data collection and use practices, as well as the choices you have in relation to your personal information, please see our [PRIVACY POLICY](#).

11. INDEMNITY

You agree to defend, indemnify, and hold harmless Chapman/Leonard and its affiliated companies, independent contractors, service providers and consultants, and their respective employees, contractors, agents, officers, and directors (collectively, "*Indemnitees*") from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including attorneys' fees) that arise from or relate to your use or misuse of the Site, violation of these Terms, violation of any rights of a third party, or your conduct in connection with the Site. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

12. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY STATED OTHERWISE, THE SITE AND CONTENT OF THIS SITE IS OFFERED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. WITHOUT LIMITATION AND TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, CHAPMAN/LEONARD DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE SITE IS MERCHANTABLE, RELIABLE, AVAILABLE, ACCURATE, COMPLETE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE SITE BY YOU ARE IN COMPLIANCE WITH LAWS APPLICABLE TO YOU, OR YOUR INFORMATION TRANSMITTED IN CONNECTION WITH THE SITE WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED. THE SITE, MATERIALS AND INFORMATION ON THE SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

Nothing in these Terms will affect any statutory rights to which you may be entitled as a consumer to the extent your ability to alter or waive such rights by contract is limited by applicable law.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL INDEMNITEES BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY OR ARISING OUT OF YOUR USE OF THE SITE, INCLUDING BUT NOT LIMITED TO, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURES. INDEMNITEES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, OR CONTENTS OR MATERIALS ON THIS SITE, EVEN IF SUCH INDEMNITEE IS NEGLIGENT OR IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR WILL INDEMNITEES BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ITS REASONABLE CONTROL. INDEMNITEE'S TOTAL LIABILITY FOR ANY LOSS, DAMAGES OR CAUSE OF ACTION SHALL NOT EXCEED THE COST TO ACCESS THE SITE.

THESE DISCLAIMERS AND LIMITATIONS DO NOT LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW.

14. ARBITRATION

Please read this section carefully as it affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms.

For all disputes, whether pursued in court or arbitration, you must first send a written description of your claim to us via certified mail with "Website Dispute" as the Subject Line to mailing address Chapman/Leonard Studio Equipment Inc., 12950 Raymer St, Valley Glen, CA 91605, Attention: Chris De Franco, to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days. You agree that any and all disputes arising out of the use of the Site or these Terms conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable), as modified by these Terms. The AAA rules are available online at www.adr.org or by calling the AAA at 800.778.7879. Such arbitration to be held in Los Angeles County, California before one (1) arbitrator. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. WAIVER OF CLASS ACTIONS AND JURY TRIALS

Please read this section carefully as it affects rights that you may otherwise have. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

16. GOVERNING LAW

Except with respect to principles of conflicts of laws, any dispute arising from these Terms or from any other use of the Site shall be resolved in accordance with the laws of the State of California. The exclusive venue for any claim, action, lawsuit, or other proceeding arising out of or relating to these Terms shall be Los Angeles County in the State of California. Except as otherwise stated in ARBITRATION, the prevailing party as determined by the trier of fact in any such action, proceeding, litigation, arbitration, or other dispute resolution forum or judicial proceeding shall be entitled to recover its reasonable attorney's fees and costs.

17. WAIVER AND SEVERABILITY

Our failure at any time to require performance of any provision of these or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Any provision of these Terms shall be severable to the extent that the provision, or any portion thereof, might be illegal, invalid, or otherwise unenforceable. The invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provision(s).

18. MODIFICATION

We reserve the right to modify or discontinue, temporarily or permanently, the Site or any features or portions thereof without prior notice. You agree that Chapman/Leonard will not be liable for any modification, suspension or discontinuance of the Site or any part thereof.

19. ENTIRE UNDERSTANDING

These Terms, together with our [PRIVACY POLICY](#) and any supplemental terms contained on the Site, contain the entire understanding and agreement between you and us with respect to the Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic between you and us with respect to the Site.

20. NOTICE TO CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California residents are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please call us at 818.764.6726 or send a letter to us with "California Resident Request" as the Subject Line at mailing address Chapman/Leonard Studio Equipment Inc., 12950 Raymer St, Valley Glen, CA 91605, Attention: Chris De Franco, or email marketing@chapman-leonard.com. You may

also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834 or by telephone at 800.952.5210.

21. CONTACT US

Please feel free to [CONTACT US](#) or call us at 818.764.6726 with any comments, questions, or suggestions you might have regarding the information described in the Site.

Copyright © 2024 Chapman/Leonard Studio Equipment Inc. All rights reserved.