

THE EARLY ROOM GENERAL TERMS OF USE

Last Updated: June 11, 2026

This General Terms of Use Agreement (the “ToU”) is made between Early Media Productions, LLC (“Early Media”, “we,” “us,” or “our”) and you, the individual choosing to use our Online Services as defined below (“you,” or the “user”).

Our Privacy Policy and Submission Terms and Conditions are expressly subject to and incorporated into this ToU. The Privacy Policy contains terms that materially affect how your personal information is stored, accessed, and processed, while the Submission Terms and Conditions contain terms that materially affect your creative writing submissions and legally waive certain rights regarding parallel concepts. Accordingly, you must review the Privacy Policy and the Submission Terms and Conditions in conjunction with this ToU. This ToU, the Privacy Policy, and the Submission Terms and Conditions are collectively referred to as the “Platform Terms”.

By accessing, browsing, or otherwise using our Online Services, you acknowledge that you have read, understood, and agree to be legally bound by the Platform Terms in their entirety. If you do not agree with any of our Platform Terms, you must not use our Online Services.

1. Changes to Our Platform Terms

From time to time, we may need to make changes to our Platform Terms and reserve the right to do so at any time. The date at the top of this document represents when the terms were last revised. It is your responsibility to review these terms periodically to ensure you remain fully informed of any updates. By continuing to access or use our Online Services after a modification has occurred, you agree to be bound by the updated Platform Terms.

2. Online Services Covered by these Platform Terms

Early Media operates the website located at <https://room.early.media/> (including its landing pages, submission portals, and underlying software), where users can view digital content, access media, and submit creative treatments (the “Site”). These Platform Terms apply to the Site and any future online services, digital platforms, features, or social media pages we develop (collectively, the “Online Services”).

3. Services These Platform Terms Do Not Cover

Our Online Services may contain links to websites, services, or platforms operated by third parties or brand partners. When you click on these links, you are leaving the digital environment of Early Media, and these Platform Terms cease to apply. We do

not control, inspect, or endorse third-party services, and we assume no responsibility for the content, privacy policies, safety, or practices of any third-party website or service. Furthermore, when interacting with our Online Services through a third-party platform (such as Google, Instagram, or Facebook), you remain simultaneously subject to their respective terms and service policies. These Platform Terms apply in addition to, and do not replace, your agreements with those third parties.

4. Access Prerequisites & Eligibility

- Age Requirements: Our Online Services are not targeted or intended to be used by people under the age of 18. All children between the ages of 13 and 17 must have permission from their parent or guardian before accessing our Online Services. If you live outside of the United States, your country may apply stricter age limits. In some cases, even if you are older than 13, you may not be legally allowed to access our Online Services regardless of having parental permission.
- Creative Submission Eligibility: Before uploading, transmitting, or completing any creative writing submission through the Site, you must strictly satisfy all criteria set forth in the Submission Terms and Conditions. This includes the absolute requirement that you are a legal resident of the United States, at least 18 years of age, and hold an unrepresented, non-union (non-WGA) status.
- Entity Authority: If you are accessing or using our Online Services on behalf of a company, partnership, or other legal entity, you represent and warrant that you possess the explicit legal authority to bind that entity to these Platform Terms.

5. User Accounts & Portal Submissions

- User Accounts: You are not required to create or maintain a user account to browse our general Online Services. However, you will need to create an account (or use a third party to log in, e.g., Google) to submit creative materials through our submission portal.
- Submission Information Requirements: You are required to provide specific personal identification and contact information (which may include your legal name, email address, and phone number) at the time of submission. Because this contact information is critical for our evaluation funnel and necessary for us to reach out regarding potential option payments, long-form contracts, or negotiations, you must ensure that all personal information you provide is entirely accurate, current, and truthful. You are strictly prohibited from using pseudonyms, aliases, or another individual's personal identification details.
- Third-Party Accounts: If you wish to interact with our social media platforms or create an account through the use of a third-party, you may be required to create

an account with that social media platform or third-party (the “Third-Party Accounts”). We maintain no control over, and have no access to, passwords or data associated with any Third-Party Accounts you use to interact with us.

6. Suspension and Termination of Access

- Involuntary Suspension or Termination: If we have reason to believe that you have violated any provision of these Platform Terms, we may issue a written warning outlining the non-compliant behavior. However, we reserve the absolute right to block, suspend, or permanently terminate your access to our Online Services (or any part thereof) at any time, for any reason, without prior notice or liability.
- Voluntary Cessation: You are free to stop using our Online Services and/or delete your account at any time. If you created a Third- Party Account, your account will need to be deleted by contacting the third party directly.

If you delete your account or your account is deleted, you will no longer be able to submit writings through our portal and will not be able to view the history of your submissions.

7. Publicity, Reviews & Testimonials

We enjoy sharing the experiences of creators and users who interact with our platform. When you post a public review, comment, or testimonial on our Site, or tag or mention us on a third-party public social media platform, you grant Early Media a perpetual, worldwide, royalty-free, irrevocable, and sublicensable license to use, repost, republish, and share your review or comments for our publicity, promotional, and marketing purposes. You acknowledge that any published testimonials reflect the real-life experiences and individual opinions of those specific users; they do not represent or guarantee that every user will have an identical experience on our platform.

8. Intellectual Property Rights & Limited License

- Proprietary Content: Our Online Services contain a variety of proprietary materials owned or licensed exclusively by Early Media. This includes, but is not limited to, the “Early Media” and “The Early Room” names, brands, logos, website designs, source code, software, text, graphics, videos, podcasts, story synopses, and character descriptions. These materials are protected by copyright, trademark, trade secret, and other intellectual property laws.
- Third-Party Content: We may also use some open source and licensed third-party content in our Online Services such as fonts, photos, and graphics. We do not make any claim of ownership to third-party content, and no user is permitted to use third-party content in a way that violates third-party licensing agreements

- Acknowledgment of Submission IP: Early Media explicitly recognizes and respects that you retain sole copyright ownership, title, and all underlying intellectual property rights in and to the original creative materials (such as spec treatments or scripts) that you upload through our submission portal. Except for the strict, limited operational licenses granted by you under our Submission Terms and Conditions to facilitate the evaluation funnel, data review, and 90-day Consideration Period option, nothing in these Platform Terms or across our Online Services will be construed as transferring, assigning, or divesting you of your underlying copyright ownership in your original work.
- Limited Grant of License to Users: Early Media grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use our Online Services strictly for non-commercial, personal purposes. This license may be terminated by us at any time if your usage fails to comply strictly with these Platform Terms.
- Usage Restrictions: Except as explicitly permitted by a separate, signed written agreement between you and Early Media, you are strictly prohibited from copying, reproducing, modifying, adapting, recreating, exploiting, distributing, or publishing any past, present, or future content featured across our Online Services.

9. Copyright Policy & DMCA Claims

Early Media respects the intellectual property of others and responds to notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA). If you believe that any content hosted on our Online Services infringes upon your copyright, you must submit a formal, detailed written notice to our designated agent via email with the subject line “Copyright Infringement Notice”. Per 17 U.S.C. § 512(c)(3), your notice must include:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- Clear identification of the copyrighted work claimed to have been infringed;
- Specific identification of the URL or exact location on our Online Services where the allegedly infringing material is located;
- Your direct contact information, including address, telephone number, and email address;
- A statement that you have a good-faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law; and
- A statement, made under penalty of perjury, that the information in your notice is completely accurate and that you are the copyright owner or authorized to act on the owner’s behalf.

Please note that you may be held legally liable for substantial civil damages, including court costs and attorneys' fees, if you materially misrepresent or make a bad-faith claim that content on our Site is infringing your copyright.

10. User Warranties

By using Early Media's Online Services or submitting materials through the Site, you represent and warrant that:

- You are free to enter into and comply with these Platform Terms and are under no disability, restriction, or prohibition, contractual or otherwise, that prevents you from entering into these Platform Terms;
- You will provide accurate, current, and truthful information regarding your personal identification and contact details, and will not utilize pseudonyms, aliases, or any other person's information;
- You are the sole author, creator, and legal owner of any creative materials submitted through the Site, possess the unencumbered right to submit them, and that such materials are entirely original to you and do not infringe upon the intellectual property, privacy, or proprietary rights of any third party;
- You will not upload, submit, or transmit any content, including writing submissions, that is discriminatory, hate speech, defamatory, libelous, obscene, harassing, abusive, threatening, or otherwise unlawful or offensive to any group or individual;
- You will not use Early Media's Online Services for any fraudulent, inappropriate, or unlawful purpose;
- You will not attempt to reverse engineer, hack, circumvent, or compromise any technology or security protocols used by Early Media to protect the Online Services; and
- You will not transmit any worms, viruses, or destructive code, nor copy or fraudulently reproduce Early Media's proprietary content.

11. Disclaimers, Limitations of Liability, and Releases

- Disclaimer of Warranties: OUR ONLINE SERVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, EARLY MEDIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE ONLINE SERVICES WILL BE UNINTERRUPTED, COMPLETELY SECURE, ERROR-FREE, FREE OF VIRUSES, OR THAT DEFECTS WILL BE IMMEDIATELY CORRECTED.

- User Responsibility and Data Accuracy: EARLY MEDIA IS NOT LIABLE FOR ANY LOSS, MISSED OPPORTUNITY, OR DAMAGE RESULTING FROM YOUR FAILURE TO PROVIDE ACCURATE, TRUTHFUL, OR COMPLETE PERSONAL INFORMATION WHEN SUBMITTING CREATIVE MATERIALS OR INTERACTING WITH THE SITE.
- Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EARLY MEDIA, ITS ENTITIES, AFFILIATES, OFFICERS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, SYSTEM DOWN-TIME, COMPUTER DAMAGE, SECURITY BREACHES, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO EARLY MEDIA TO ACCESS THESE ONLINE SERVICES.
- General Release: You hereby release, acquit, and forever discharge Early Media, its officers, employees, attorneys, and agents from any and all past, present, or future disputes, claims, demands, or liabilities arising directly or indirectly out of your interactions with our Online Services, including interactions with other users or third-party links. IF YOU ARE A CALIFORNIA RESIDENT, YOU EXPLICITLY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

12. Indemnification

You agree to defend, indemnify, and hold harmless Early Media, its affiliates, parent entities, officers, attorneys, and employees from and against any and all claims, liabilities, damages, losses, expenses, and costs (including reasonable attorneys’ fees, mediation costs, and legal fees) arising out of or in any way connected to your breach of these Platform Terms, your negligent or willful misconduct, or your direct interactions and activity related to the Online Services.

13. Privacy, Cookies, & Data Protection

We care about your personal information. Any personal information you provide to us is collected, stored, and processed by us according to our Privacy Policy. Our operational use of cookies, tracking identifiers, and data protection systems are also fully outlined and explained within that policy.

14. International Users

Our Online Services are controlled from our offices within the United States of America and, though the Online Services may be hosted outside of the United States of America, are not intended to be subject to the laws or jurisdiction of any country outside of the United States of America. WE DO NOT REPRESENT OR WARRANT THAT OUR ONLINE SERVICES ARE APPROPRIATE, LEGAL, OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES OF AMERICA. If you choose to access our Online Services from locations outside the United States, you do so entirely on your own initiative and assume all legal and financial risks, including strict compliance with your local laws, regional data regulations, and United States export controls. We reserve the right to limit our Online Services, in whole or in part, to any geographic location or jurisdiction we choose.

15. Dispute Resolution & Mandatory Arbitration

THIS SECTION SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO PARTICIPATE IN A CLASS ACTION. PLEASE READ IT CAREFULLY. THIS SECTION SURVIVES THE TERMINATION OF THESE PLATFORM TERMS.

- Initial Informal Complaint Resolution: If a dispute, disagreement, or claim arises between us, we want to resolve the matter calmly and professionally. Before initiating formal legal proceedings, you agree to contact us directly to explain your complaint so we can attempt an amicable resolution.
- Mandatory Mediation: If we cannot resolve the dispute informally within thirty (30) days, the parties agree to submit the dispute to a mutually agreed-upon mediator in Travis County, Texas. The parties will share the administrative costs of mediation equally, and each party will bear its own legal fees. Performance under this clause is a prerequisite to formal arbitration.
- Binding Arbitration: If mediation fails to produce a settlement, the dispute must be resolved through binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes. The arbitration will take place in Travis County, Texas.

- Exceptions to Arbitration: The requirement to mediate and arbitrate does not apply to small claims court actions or to legal disputes brought by Early Media to stop the unauthorized use, theft, or infringement of our intellectual property rights.
- Time Limitation on Claims: Any arbitration or legal action under this agreement must be commenced within one (1) year after the underlying act, omission, or claim occurs. If applicable law prohibits a one-year limitation period, the claim must be asserted within the shortest period permitted by law.
- Prevailing Party Costs: If an arbitrator or court of law determines a claim brought against Early Media to be frivolous, or an opinion is issued completely in our favor, you agree to reimburse Early Media for all fees associated with the defense of the case, including reasonable attorneys' fees, arbitrator fees, and court costs.
- Class Action Waiver: YOU AGREE THAT ALL CLAIMS MUST BE BROUGHT STRICTLY IN YOUR INDIVIDUAL CAPACITY. YOU EXPLICITLY WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING AGAINST EARLY MEDIA.

16. Assignment

You may not assign, transfer, or delegate your rights or obligations under these Platform Terms, in whole or in part, to any other person or entity without our prior written consent. Early Media reserves the absolute right to assign, transfer, or delegate these Platform Terms, in whole or in part, to any third party at any time without notice, including in connection with a corporate merger, acquisition, sale of assets, or business restructuring.

17. Survival of Terms Beyond Termination

All provisions of these Platform Terms that logically or explicitly ought to survive the termination or expiration of your use of the platform will survive, including but not limited to intellectual property rights, creative submission waivers, user representations, disclaimers, indemnities, limitations of liability, and dispute resolution terms.

18. Waiver & Severability

No waiver by Early Media of any individual term or condition set forth in these Platform Terms will be deemed a further or continuing waiver of such term, or a waiver of any other provision. If any provision of these Platform Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be modified or limited to the minimum extent necessary so that the remaining terms continue in full force and effect.

19. Governing Law & Venue

Except where otherwise required by mandatory consumer protection laws, these Platform Terms are governed by, and must be construed and enforced in accordance with, the laws of the State of Texas, without regard to its conflict of law principles. Except for matters subject to mandatory arbitration as outlined above, any formal legal action or court proceeding must be brought exclusively in the state or federal courts located in Travis County, Texas, and you consent to the personal jurisdiction of those courts.

20. Entire Agreement

This ToU, together with the Privacy Policy and the Submission Terms and Conditions, constitute the complete, exclusive, and integrated agreement between you and Early Media regarding your use of the Online Services, and explicitly supersede all prior or contemporaneous oral or written communications, proposals, or emails. If any additional long-form project production agreements or writing agreements are executed between you and Early Media, those specific project agreements will apply in addition to these terms, and their specific economic provisions will control in the event of a direct conflict.

21. Contact Us

We appreciate you taking the time to read through these guidelines. If you have any questions, compliance concerns, or feedback regarding these Platform Terms or our platform operations, please reach out to us at:

Early Media Productions, LLC
support@early.media
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