

Terms & Conditions

ActionStudios.co TX, LLC

Last Updated: March 23, 2026

AGREEMENT TO LEGAL TERMS

We are **ActionStudios.co TX, LLC**, doing business as **ActionStudios.co** ("Company," "we," "us," or "our"), a limited liability company organized under the laws of the State of Texas, United States, with a principal place of business located at **6507 Darby Way, Spring, TX 77389**.

We operate the website <https://actionstudios.co/> (the "Site"), as well as any related products, services, content, features, media productions, educational programs, or offerings that refer or link to these Terms and Conditions (collectively, the "Services").

You may contact us by email at **info@actionstudios.co**, by mail at the address listed above, or for copyright-related matters at **dmca@actionstudios.co**.

These Terms and Conditions ("Legal Terms") constitute a legally binding agreement between you, whether personally or on behalf of an entity ("you"), and ActionStudios.co TX, LLC, concerning your access to and use of the Services. By accessing, browsing, or using the Services in any manner, you acknowledge that you have read, understood, and agree to be bound by these Legal Terms.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to modify or update these Legal Terms at any time without prior notice. Changes will be effective upon posting, and your continued use of the Services constitutes acceptance of such changes.

The Services are intended solely for individuals who are at least eighteen (18) years of age. Persons under 18 are not permitted to use or register for the Services.

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1. OUR SERVICES

The Services are controlled and operated from within the State of Texas, United States. We make no representation that the Services are appropriate or available for use in other jurisdictions. Those who access the Services from other locations do so at their own risk and are responsible for compliance with applicable local laws.

The Services are not designed to comply with industry-specific regulations including, without limitation, HIPAA, FISMA, or GLBA. You agree not to use the Services in any manner that would subject us to such regulatory frameworks.

2. INTELLECTUAL PROPERTY RIGHTS

We are the owner or licensee of all intellectual property rights in the Services, including all content, media productions, audiovisual works, scripts, training materials, branding, and technology (collectively, the "Content"), as well as all trademarks, service marks, and logos (the "Marks").

All Content and Marks are protected by United States and international intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for personal, non-commercial use or legitimate internal business purposes. Any unauthorized use is strictly prohibited and constitutes a material breach of these Legal Terms.

3. USER SUBMISSIONS, FEEDBACK, AND SUGGESTIONS

By submitting any ideas, feedback, suggestions, concepts, or other materials ("Submissions") to us, whether solicited or unsolicited, you agree:

- That such Submissions are non-confidential and non-proprietary
- That we shall exclusively own all rights, title, and interest in such Submissions
- That we may use, reproduce, modify, distribute, and exploit such Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you

You irrevocably waive any moral rights or claims in connection with such Submissions.

4. USER-GENERATED CONTENT AND LICENSE GRANT

To the extent the Services allow you to submit, upload, or provide content ("User Content"), you grant us a **worldwide, perpetual, irrevocable, royalty-free, sublicensable, and transferable license** to use, reproduce, distribute, display, perform, modify, and otherwise exploit such User Content in any medium, for any lawful purpose, including commercial use.

You represent and warrant that:

- You own or control all rights in the User Content
- Your User Content does not infringe any third-party rights
- Your User Content complies with all applicable laws

We reserve the right to remove or disable any User Content at our sole discretion.

5. ACCOUNT CREATION AND TERMINATION

To access certain features, you may be required to create an account. You agree to provide accurate, current, and complete information and to maintain the security of your account credentials.

You are solely responsible for all activity under your account.

We reserve the absolute right, in our sole discretion and without notice, to:

- Suspend or terminate your account
- Refuse service
- Remove content
- Restrict access

for any reason, including but not limited to violation of these Legal Terms or applicable law.

You may not create a new account after termination without our express written consent.

6. PROHIBITED ACTIVITIES

You agree not to use the Services for any unlawful purpose or in any manner inconsistent with these Legal Terms. This includes, without limitation, unauthorized data collection, system interference, reverse engineering, impersonation, harassment, distribution of malicious code, or any activity that could harm the Company or its users.

Any violation constitutes grounds for immediate termination and potential legal action.

7. PRODUCTION SERVICES AGREEMENTS

Any and all production-related services, including but not limited to film production, media creation, training programs, or on-set activities, shall be governed exclusively by a separate written agreement titled a "**Production Services Agreement.**"

In the event of any conflict between these Legal Terms and a Production Services Agreement, the Production Services Agreement shall control with respect to the applicable production.

8. PRODUCTS, PAYMENTS, AND RETURN POLICY

We may offer products, services, or digital goods through the Services.

Return policies, if applicable, will be clearly stated on the individual product page at the time of purchase and are hereby incorporated into these Legal Terms by reference.

All sales are final except as expressly stated in the applicable return policy. We reserve the right to refuse refunds at our sole discretion to the fullest extent permitted by law.

9. PROMOTIONS, CONTESTS, AND SWEEPSTAKES

We may, from time to time, offer promotions, contests, or sweepstakes. Such offerings may be governed by separate rules, terms, or eligibility requirements.

By participating, you agree to be bound by both these Legal Terms and any additional rules provided. In the event of conflict, the specific promotional rules shall govern.

We reserve the right to modify, suspend, or terminate any promotion at any time without liability.

10. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain links to third-party websites. We are not responsible for the content, policies, or practices of any third parties.

Your interactions with third-party services are solely between you and those third parties.

11. DMCA COPYRIGHT INFRINGEMENT POLICY

We respect intellectual property rights and comply with the **Digital Millennium Copyright Act (DMCA)**.

If you believe that content on the Services infringes your copyright, you may submit a written notice to:

Email: dmca@actionstudios.co

Your notice must include:

- Identification of the copyrighted work
- Identification of the infringing material
- Your contact information
- A statement of good faith belief
- A statement under penalty of perjury of accuracy and authority
- Your physical or electronic signature

We reserve the right to remove allegedly infringing content and terminate repeat infringers.

12. PRIVACY POLICY

Your use of the Services is also governed by our Privacy Policy:

<https://actionstudios.co/privacy-policy>

By using the Services, you consent to the collection, use, and processing of your information in the United States.

13. TERM AND TERMINATION

These Legal Terms remain in effect while you use the Services.

We reserve the right to terminate or suspend access at any time, for any reason, without notice or liability.

14. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ACTIONSTUDIOS.CO TX, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT OR REPRESENT THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, OR COMPLETE; (D) ANY ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) THE SERVICES OR ANY CONTENT, MATERIALS, OR SERVERS USED IN CONNECTION WITH THE SERVICES ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES, INCLUDING ANY RELIANCE ON ANY CONTENT, INFORMATION, OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES, IS AT YOUR SOLE RISK. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, SYSTEMS, OR DATA, INCLUDING LOSS OF DATA, THAT RESULTS FROM SUCH DOWNLOAD OR USE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE LEGAL

TERMS. WE DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY CONTENT PROVIDED BY USERS OR THIRD PARTIES, AND WE DO NOT ENDORSE, VERIFY, OR ASSUME RESPONSIBILITY FOR ANY SUCH CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM (I) YOUR USE OF OR INABILITY TO USE THE SERVICES; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; (III) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON OR THROUGH THE SERVICES; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACTIONSTUDIOS.CO TX, LLC, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM: (A) ANY ERRORS, MISTAKES, OR INACCURACIES IN CONTENT OR MATERIALS; (B) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER ARISING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (C) ANY

UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED THROUGH THE SERVICES BY ANY THIRD PARTY; OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT MADE AVAILABLE THROUGH THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE LEGAL TERMS OR YOUR USE OF THE SERVICES SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL AMOUNT PAID BY YOU TO US, IF ANY, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) ONE HUNDRED TWENTY U.S. DOLLARS (\$120.00 USD).

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

16. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company and its affiliates from any claims arising out of your use of the Services, violation of these Legal Terms, or infringement of third-party rights.

17. GOVERNING LAW

These Legal Terms are governed by the laws of the State of Texas, without regard to conflict of law principles.

18. DISPUTE RESOLUTION

Informal Negotiations

To promote the efficient and cost-effective resolution of any dispute, claim, or controversy arising out of or relating to these Legal Terms or the Services (each, a "Dispute"), you and the Company agree to first attempt to resolve any Dispute informally. Such informal negotiations shall commence upon written notice from one party to the other and shall continue for a period of no less than thirty (30) days before either party may initiate arbitration or any other proceeding. The notice must include sufficient detail to allow the receiving party to evaluate the claim and must be sent to the contact information provided in these Legal Terms.

Binding Arbitration

IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE THROUGH INFORMAL NEGOTIATIONS, THE DISPUTE SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING INDIVIDUAL ARBITRATION, AND NOT IN A COURT OF LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE LEGAL TERMS, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and, where applicable, its Consumer Arbitration Rules. The arbitration shall take place in **Harris County, Texas**, unless otherwise required by applicable law. The arbitrator shall have exclusive authority to resolve any Dispute, including any issue regarding the enforceability, validity, or scope of this arbitration provision.

The arbitration may be conducted in person, by telephone, or through written submissions, as determined by the arbitrator. The arbitrator shall issue a written decision, and judgment on the award may be entered in any court of competent jurisdiction.

Class Action Waiver and Representative Claims

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE BASIS. YOU EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING AGAINST THE COMPANY.

NO ARBITRATION SHALL BE JOINED WITH ANY OTHER PROCEEDING, AND NO ARBITRATOR SHALL HAVE AUTHORITY TO PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. ANY ATTEMPT TO BRING OR PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION IN VIOLATION OF THIS PROVISION SHALL BE NULL AND VOID.

Mass Arbitration Procedures and Coordinated Filing Restrictions

To the fullest extent permitted by applicable law, in the event that twenty-five (25) or more similar Disputes are asserted against ActionStudios.co TX, LLC by the same or coordinated counsel, or are otherwise coordinated or substantially similar in nature (a "Mass Arbitration"), the Parties agree that such Disputes shall be subject to the additional procedures set forth in this section.

The Parties agree that Mass Arbitrations shall be administered in a **staged, batched process** designed to ensure the efficient, fair, and proportionate resolution of claims. Specifically, the Parties shall first select a representative group of up to ten (10) claimants (the "Initial Bellwether Cases") to proceed individually in arbitration. The selection of such cases shall be made jointly by counsel for the Parties, or, if agreement cannot be reached, by the arbitration administrator.

The outcomes of the Initial Bellwether Cases shall be used by the Parties to engage in good-faith global settlement discussions for the remaining claims. If the remaining claims are not resolved within ninety (90) days following resolution of the Initial Bellwether Cases, additional claims may proceed in sequential batches of no more than ten (10) cases at a time, until all claims are resolved.

During this process, no other claims that are part of the Mass Arbitration may be filed, administered, or deemed filed for purposes of arbitration fees or statute of limitations tolling, except as expressly permitted under this staged procedure. The applicable statute of limitations for any Dispute subject to this section shall be tolled from the time a compliant notice of Dispute is received until such time as the Dispute is permitted to proceed under this section.

You expressly agree that you will not attempt to circumvent this Mass Arbitration provision by (a) consolidating claims, (b) seeking to administer claims simultaneously outside of this procedure, or (c) coordinating filings in a manner inconsistent with this section. Any such attempt shall constitute a material breach of these Legal Terms.

If, for any reason, this Mass Arbitration provision is found to be unenforceable as to a particular Dispute, then such Dispute shall proceed exclusively in the state or federal courts located in Harris County, Texas, and not in arbitration, and the Parties expressly consent to the personal jurisdiction of such courts.

The Parties agree that the arbitration administrator shall not have authority to vary or disregard this section, and that any administrative fees, arbitrator compensation, or filing requirements shall be assessed and applied consistent with this staged process.

Exceptions

Notwithstanding the foregoing, either party may seek injunctive or equitable relief in a court of competent jurisdiction located in Harris County, Texas, for claims relating to intellectual property rights, unauthorized access, misuse of the Services, or violations of confidentiality obligations.

Time Limitation

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR THESE LEGAL TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CLAIM OR CAUSE OF ACTION IS PERMANENTLY BARRED.

Severability of Arbitration Provision

If any portion of this Dispute Resolution section is found to be unenforceable or invalid, that portion shall be severed, and the remaining provisions shall remain in full force and effect. However, if the class action waiver is found unenforceable, then the entire arbitration provision shall be null and void, and the Dispute shall be resolved exclusively in the state or federal courts located in Harris County, Texas.

19. ELECTRONIC COMMUNICATIONS

You consent to receive electronic communications and agree that such communications satisfy any legal requirement for written notice.

20. MISCELLANEOUS

These Legal Terms constitute the entire agreement between you and the Company. If any provision is deemed unenforceable, the remaining provisions shall remain in full force.

Our failure to enforce any right shall not constitute a waiver.

21. CONTACT US

ActionStudios.co TX, LLC

6507 Darby Way

Spring, TX 77389

United States

Email: info@actionstudios.co

DMCA: dmca@actionstudios.co