

# Terms of Use

Effective Date: January 1, 2017

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## **YOU MUST BE 18 YEARS OF AGE OR OLDER TO USE THIS SITE.**

### **1. System Requirements.**

Use of the Site requires a computer with Internet access (for which your ISP may charge you fees), and certain Internet browsing software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Site involves hardware, software, and Internet access, your ability to use the Site may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

### **2. Registration and Passwords**

Registration may be required to access or use certain parts of the Site. You may be required to submit certain personal information, including, without limitation, your name, zip code, and/or e-mail address. When you submit such information on the Site, you represent that you are at least 18 years of age and that you have the authority to register with the Site. **IF YOU ARE UNDER THE AGE OF 18, YOU SHOULD NOT USE OR CREATE A REGISTRATION ON THIS SITE.**

If you decide to proceed with registration and setup an account on the Site (“Account”), you may be asked to create a login ID/username (or you may be assigned a login ID/username), and we may request that you create a password. You are entirely responsible for maintaining the confidentiality of your Account information (including login ID/username and passwords). Furthermore, you are entirely responsible for any and all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your Account or any other breach of security (and to provide properly documented evidence as reasonably requested by Producer). Producer will not be liable for any loss that you may incur as a result of someone else using your Account, either with or without your knowledge. However, you will be liable for losses incurred by us or another party if someone else uses your Account, and will be responsible for paying all charges, including taxes, duties or other fees, incurred by you or anyone using your login ID/username and/or password.

Your Account is personal to you and you may not transfer or make available your Account to others or use anyone else’s Account at any time. If you distribute or share your Account or related information with anyone, we reserve the right to terminate and cancel your Account in our sole discretion.

### **3. Ownership of Materials on the Site**

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Any unauthorized use of any elements on the Site, including, without limitation, images, text, videos, logos, trademarks and data, may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

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## **5. Your Submissions and User Conduct**

We shall own any communication and/or submission(s) (collectively, “**User Submissions**”) made on the Site generally, including, but not limited to, any notes, reviews, bulletin board postings, ideas, suggestions, concepts, artwork, photographic images, audio and audiovisual works or files, and we (or our affiliates, licensees, assignees or designees) may adapt, change, edit, license, perform, sell, reproduce, disclose, transmit, publish, broadcast, post or otherwise use it as we see fit. Furthermore, you agree to grant us a transferable, perpetual, royalty-free license throughout the universe (including the right to sublicense) and we are free to use any ideas, concepts, know-how, photos, audio/visual content or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, the production, distribution, exhibition, advertising, marketing, publicity, promotion, merchandising and other exploitation of any project or production, including using and sharing such information with third parties, in all media (whether now known or hereafter devised) on a gratis basis (including, without limitation, for no additional clearance fees, residuals, royalties or any other compensation).

You agree that you either: (i) own the rights to your User Submissions and the right to grant all of the rights in these Terms of Use; or (ii) you have all necessary rights from the owner(s) of these rights to enter into these Terms of Use and grant Producer these licenses. Upon Producer’s request, you will furnish Producer with any documentation, substantiation or releases necessary to verify your compliance with these Terms of Use.

### Unsolicited Submissions

It is our policy not to accept or consider creative materials, ideas, or suggestions other than those specifically requested. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore, we must request that you do not send Producer or post any original creative materials, such as screenplays, stories, original artwork, technical concepts, know-how or techniques. Any communication or material you do transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary.

By transmitting or posting an unsolicited submission you agree that you are not entitled to any compensation, credit or notice whatsoever with respect to such submission, and that you waive any right to make any claim against Producer, our parent company(ies), subsidiaries or affiliates, including the commissioning network, relating to our use of such submission, including, without limitation, infringement of proprietary rights, unfair competition, breach of implied contract or breach of confidentiality. You are solely and fully responsible for the content of any of your User Submissions to the Site.

## **6. Downloading Material from the Site**

You are permitted to download only those materials specifically available to download from the Site, if any. Such material may only be used for personal, non-commercial home use, and for no other purposes (including, without limitation, for use on any social media sites). You must not remove any logos, notices or credits on the downloaded materials or delete, add, or otherwise modify the content of any such downloaded materials.

## **7. Trademarks.**

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## **8. Partner Site/Linked Site**

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We reserve the right to terminate this agreement and/or refuse service to you at any time without notice for any reason.

## **10. Indemnity.**

You agree to indemnify, defend and hold Producer, and its respective parent, subsidiary and affiliated companies and any business partners, including without limitation, the commissioning network, who have contracted with Producer related to the services provided by Producer on the Site (collectively, the "**Released Parties**") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Released Parties in connection with any of your transmissions or postings to the Site, your use of the Site, any action taken by Producer or its designees as part of their investigation of a suspected violation of this Agreement or as a result of their finding or decision that a violation of this Agreement has occurred, or in connection with any breach by you of these Terms of Use. THIS INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

## **11. Infringement and Regulatory Complaints**

We are committed to respecting the intellectual property rights of others. We will cooperate with any law enforcement authorities and comply with any judicial order requesting or directing us to disclose the identity of anyone downloading or posting materials, or otherwise using this Site in violation of applicable laws. If you believe that

your proprietary rights, including copyright, have been infringed by any content posted by users of this Site, please notify us. If we receive such notice, we will promptly respond to, remove, or disable access to, the material that is claimed to be infringing or to be the subject of any infringing activity.

When notifying us of any claimed infringement, you must provide the following information:

1. a physical or electronic signature of a person authorized to act on behalf of the copyright owner whose work you claim has been infringed;
2. a description of the work you claim has been infringed;
3. a description of the work you claim to be infringing as well as information reasonably sufficient to permit us to locate the material;
4. your address, telephone number, and, if available, your e-mail address;
5. a statement of your good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, their agent, or the law; and
6. a statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such notices should be sent to Producer at ADDRESS: 6255 Sunset Blvd., 16<sup>th</sup> Floor, Los Angeles, CA 90028; Attention: Business & Legal Affairs.

## **12. Privacy**

See our Privacy Policy relating to the collection and use of your information, which is incorporated into and forms a part of these Terms of Use. You hereby consent that we may use your personally identifiable information in accordance with the terms of the Privacy Policy.

## **13. Governing Law; Venue.**

These Terms of Use shall be governed by and construed in accordance with the law in effect in the State of California, USA and you hereby irrevocably consent, with respect to any dispute hereunder, to the jurisdiction and venue of the state and federal courts located in the State of California, County of Los Angeles. You irrevocably waive any and all rights to trial by jury.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement and cancels and supersedes all prior or contemporaneous agreements, communications and understandings (whether written or oral) between the parties relating to the subject matter hereof. This Terms of Use can only be amended by a written document, signed by us.

You are solely responsible for compliance with all applicable laws of the jurisdiction from which you are accessing the Site. If any part or portions of these Terms of Use shall be declared invalid, void or unenforceable, the remaining Terms of Use shall remain in full force and effect and shall be interpreted as closely as possible to the manner in which they were written.

#### 14. **Your Authority.**

You represent and warrant that: (a) you have the legal right and capacity to enter into these Terms in your jurisdiction where you reside and to comply with these Terms of Use; (b) all information you provide to Producer is true, accurate, complete and current; and (c) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms of Use. **If you are submitting any application or materials for consideration on behalf of other persons, you represent and warrant that: (x) each of those other persons is over the age of 18; (y) you have obtained authorization and permission from such other persons to submit their personal information, materials, content and User Submissions (including any photographic images or audiovisual materials from or depicting such other persons to Producer for consideration and use; and (z) you are authorized to and do in fact agree to these Terms of Use on behalf of such other persons.**

#### 15. **Prohibited Activity.**

You agree that you will not: (a) circumvent our security features, corrupt any content or files on or obtained from any site, interfere with or in any way disrupt our service or servers, or networks connected to our service or servers, or otherwise violate any applicable law or regulation or these Terms of Use; (b) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute material from the Site (except as may be a result of standard Internet browser or search engine); (c) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate (including, without limitation, via any social media sites, e.g. Facebook, Instagram and Twitter) to any third party or on any third-party web site, or otherwise use the Site materials in any way for any public or commercial purpose except as specifically permitted by these Terms of Use or Producer without the prior written consent of Producer.

#### 16. **Termination.**

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These Terms of Use set forth the entire agreement regarding all of the matters contained herein and should supersede all prior agreements or negotiations concerning the subject matter of these Terms of Use.