

## **TERMS OF USE**

**Last Modified March 31, 2018**

Welcome to the [www.filmaka.com](http://www.filmaka.com) Web site (the "Site"). Access to and use of this online entertainment service website is provided by Filmaka LLC ("Filmaka," "we" or "us"). PLEASE REVIEW THE FOLLOWING TERMS OF USE (THE "CONTRACT") CAREFULLY. YOU UNDERSTAND THAT THE SITE IS FOR ENTERTAINMENT PURPOSES ONLY.

- 1. Contract Between You and Us**
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### **1. Contract Between You and Us**

This is a contract between you and Filmaka, LLC. Your use of the Site, and participation in any competitions, features, or offers presented on the Site (collectively, "Filmaka Services"), is subject to the terms and conditions set forth in this Contract, including Filmaka's Privacy Policy ("Privacy Policy"), available at [www.filmaka.com/privacy](http://www.filmaka.com/privacy), and any other rules or guidelines that may be applicable to particular Filmaka Services on the Site, including but not limited to the Membership Terms and Conditions and the Competition Terms and Conditions (collectively, the "Rules"), which are hereby incorporated by reference into this Contract.

Supplemental terms and conditions may apply to some Filmaka Services, such as rules for a particular competition, service or other activity, or terms that may accompany certain content or software accessible through the Filmaka Services. Supplemental terms and conditions will be disclosed to you in connection with such competition, service or activity. Any supplemental terms and conditions are in addition to these terms and, in the event of a conflict, prevail over these terms.

If you do not agree to this Contract, please do not use the Site. Any new Filmaka Services added to the Site shall also be subject to this Contract. By using the Site, registering for an account on the Site, and/or participating in a Filmaka Service, you agree that you have read, understand and agree to be legally bound by this Contract. Filmaka may at any time modify or revise this Contract in its discretion and will post a copy of the amended Contract on the Site. Your continued use of the Site following the posting of any change constitutes your Contract to

such change. If you do not agree to the amended Contract, your only remedy is to stop using the Site.

## **2. Use of Site**

The Site is a social networking community web site, which provides an online platform for emerging and professional filmmakers to present their work and compete for filmmaking opportunities, including opportunities to work with brands, media companies, publishers, and advertisers. Use of the Site, and/or the Filmaka Services is entirely at your own risk. Please note that while we endeavor to provide and host accurate information, the Filmaka Services may be inaccurate and are subject to change. To the fullest extent permitted by law, all Filmaka Services are provided without any representations or warranties of any kind (either express or implied) and are not intended for specific medical, healthcare, financial, professional, legal advice. Filmaka does not represent or warrant that the Site or the Filmaka Services will be accurate, up-to-date or free of defects, including without limitation free of any viruses or harmful elements. We do not control or direct your actions on the Site and are not responsible for the content or information users transmit or share on the Site. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on the Site. We are not responsible for the conduct, whether online or offline, of any user of the Site, including but not limited to any Jury member or Industry Circle veteran.

## **Content and Software License**

If a Filmaka Service is configured to enable the use of software, content, virtual items or other materials owned or licensed by us, we grant you a limited, non-exclusive, non-sublicensable, non-transferable license to access and use such software, content, virtual item or other material for your personal, noncommercial use only. You may not circumvent or disable any content protection system or digital rights management technology used with any Filmaka Service; decompile, reverse engineer, disassemble or otherwise reduce any Filmaka Service to a human-readable form; remove identification, copyright or other proprietary notices; or access or use any Filmaka Service in an unlawful or unauthorized manner or in a manner that suggests an association with our products, services or brands. You may not access or use any Filmaka Service in violation of United States export control and economic sanctions requirements. By acquiring services, content or software through the Filmaka Services, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

## **Changes to the Filmaka Services**

The Filmaka Services are constantly evolving and will change over time. If we make a material change to the Filmaka Services, we will provide you with reasonable notice and you will be entitled to terminate this contract.

## **Additional Restrictions on Use of the Filmaka Services**

We do not allow uses of the Filmaka Services that are commercial or business-related, or that advertise or offer to sell products or services (whether or not for profit), or that solicit others (including solicitations for contributions or donations). You agree not to knowingly or recklessly introduce a virus or other harmful component, or otherwise tamper with, impair or damage any Filmaka Service or connected network, or interfere with any person or entity's use or enjoyment of any Filmaka Service. Additionally, you agree not to access, monitor or copy, or permit another person or entity to access, monitor or copy, any element of the Filmaka Services using a robot, spider, scraper or other automated means or manual process without our express written permission.

## **Third-Party Services and Content**

The Filmaka Services may integrate, be integrated into, or be provided in connection with third-party services and content. We do not control those third-party services and content. You should read the terms of use agreements and privacy policies that apply to such third-party services and content.

If you access a Filmaka Service using an Apple iOS, Android, or Microsoft Windows-powered device or Microsoft Xbox One, Apple LLC, Google, LLC, Microsoft Corporation, respectively, shall be a third-party beneficiary to this Contract. However, these third-party beneficiaries are not a party to this Contract and are not responsible for the provision or support of the Filmaka Services. You agree that your access to the Filmaka Services using these devices shall also be subject to the usage terms set forth in the applicable third-party beneficiaries' terms of service.

## **Mobile Networks**

When you access the Filmaka Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply. Downloading, installing or using certain Filmaka Services may be prohibited or restricted by your network provider and not all Filmaka Services may work with your network provider or device.

### **3. Registration**

#### **Registration**

In order to participate in all interactive Filmaka Services on the Site, such as to upload content, post a comment, review, or question; create a profile page; participate or vote in a competition; send messages to other Filmaka members; or take advantage of any other Filmaka Services on the Site, you must first register for an account, pay the required membership fee (see Membership Terms and Conditions), thereby becoming a "Member." Registered users ("Registered Users") but not Members, may only visit the Site and vote in competitions in the public voting category (if such category is offered for any given competition), but only via the Filmaka "app" if it is offered and/or available for download. Non-registered users ("Visitors") may view Member profile pages and content, and read comments and reviews on the Site. Visitors may not participate in any interactive Filmaka Services on the Site, including but not limited to voting in competitions. All Members, Registered Users and Visitors, are subject to the terms of this Contract.

To register, click on the "Registration" link at [www.filmaka.com/registration](http://www.filmaka.com/registration) and follow the on-screen instructions. You will need to supply certain registration information that may include, without limitation, user name, password, e-mail address, and first and last name ("Registration Data"). You must be at least 18 years of age or older to register and create an account. You warrant that all Registration Data that you supply is accurate and you agree to update your Registration Data as necessary to keep it up to date and accurate. Filmaka may use any Registration Data provided in accordance with its Privacy Policy. If you provide Registration Data that is untrue, inaccurate or incomplete, or Filmaka suspects in its sole discretion that you have done so, Filmaka reserves the right to suspend or terminate your account and all use of and access to the Site by you.

Access to your account is through a combination of both your user name and password. Your user name will be your alias on the Site and will be associated with all of your posts to the Site. We reserve the right to require you to change your user name in the event we determine, in our sole discretion, that the user name you created is offensive. You are solely responsible for protecting the confidentiality of your password and may not disclose your password to any other person. You must notify Filmaka immediately of any breach of security or unauthorized use of your account. In the event that an unauthorized user gains access to the password-protected area of the Site as a result of your acts or omissions, you agree that you will be liable for any such unauthorized use. Filmaka will not be responsible for any unauthorized use of your account and will not be liable for your losses caused by any unauthorized use of your account.

Registered User and Members must log in each time they visit the Site in order to use any interactive Filmaka Service. Members also have the ability to create a personal Filmaka profile page that can be viewed by other Site users. The Filmaka profile pages can include Members' content, and links to Members' personal Web sites. The creation of a Filmaka profile page is

required in order to communicate with other Members using the Site's personal email messaging system or to be added as a friend to another Member's Filmaka page.

#### **4. User Generated Content**

The Filmaka Services may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content ("User Generated Content"), which may be accessible and viewable by the public. Access to these features may be subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

We do not claim ownership to your User Generated Content, unless otherwise set forth in the Competition Terms and Conditions (as defined below); however, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the Filmaka Services and on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

To the extent that we authorize you to create, post, upload, distribute, publicly display or publicly perform User Generated Content that requires the use of our copyrighted works, we grant you a non-exclusive license to create a derivative work using our copyrighted works as required for the purpose of creating the materials, provided that such license shall be conditioned upon your assignment to us of all rights in the work you create. If such rights are

not assigned to us, your license to create derivative works using our copyrighted works shall be null and void.

We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through a Filmaka Service, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms, without prior notice to you. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

## **5. Competitions**

Competitions that you enter through a Filmaka Service may have supplemental rules and conditions (“Competition Terms and Conditions”), but the following general rules apply absent contrary terms to any Competition Terms and Conditions. For the avoidance of doubt, in the event there is a conflict between the Terms of Use and the Competition Terms and Conditions, the Competition Terms and Conditions control.

### **Entries**

Your competition entry is User Generated Content and subject to all provisions of these terms that govern your submission and our use of your User Generated Content). We may disqualify entries that are late, misdirected, incomplete, corrupted, lost, illegible or invalid or where appropriate parental consent was not provided. Competition entries are limited to one per person and entries via agents or third parties or the use of multiple identities are not permitted. Use of automated entries, votes or other programs is prohibited and all such entries (or votes) will be disqualified.

We reserve the right to modify, suspend, cancel or terminate a competition or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. We will do so if it cannot be guaranteed the competition can be carried out fairly or correctly for technical, legal or other reasons, or if we suspect that any person has manipulated entries or results, provided false information or acted unethically. If we cancel or terminate a competition, prizes may be awarded in any manner we deem fair and appropriate consistent with local laws governing the competition.

### **Eligibility**

To enter a competition, you must be a Member and have an active membership account with current contact information. Competitions are not open to our employees (or their immediate families) or anyone else professionally associated with the competition. If you are under age 18 (or the age of majority under applicable law) and the competition is open to you, we may need your parent or guardian’s consent before we can accept your entry. We reserve the right to request proof of identity or to verify eligibility conditions and potential winning entries, and to

award any prize to a winner in person. Competitions are void where prohibited or restricted by law. Potential winners who are residents in jurisdictions where competitions require an element of skill may be required to answer a mathematical test in order to be eligible to win a prize.

## **Prizes**

No cash or alternative prizes are available, except that we (or the party providing a prize) reserve the right to substitute a similar prize of equal or greater value. Prizes cannot be transferred (except to a child or other family member) or sold by winners. Only the number of prizes stated for the competition is available to be won and all prizes will be awarded provided a sufficient number of eligible entries are received and prizes are validly claimed by the date provided in connection with the competition, after which no alternate winners will be selected or unclaimed prizes awarded. Unless otherwise disclosed in the prize description prior to entry, winners are responsible for all costs and expenses associated with claiming a prize. All taxes are solely the responsibility of each winner, although we reserve the right to withhold applicable taxes and each winner agrees to complete any required tax forms.

Your acceptance of a prize constitutes agreement to participate in reasonable publicity related to the competition and grants us an unconditional right to us to use your name, town or city and state, province or country, likeness, prize information and statements by you about the competition for publicity, advertising and promotional purposes and to comply with applicable law and regulations, all without additional permission or compensation. As a condition of receiving a prize, winners (or their parents or guardians) may be required (among other things) to sign and return an affidavit of eligibility, liability release and publicity release.

## **6. Additional Provisions**

### **Submissions and Unsolicited Ideas Policies**

Our company policy does not allow us to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us – whether or not solicited by us – you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type.

### **Claims of Copyright Infringement**

Notifications of claimed copyright infringement and counter notices must be sent to our designated agent:

Soumya Sundaresh  
Filmaka LLC

7955 W. 3<sup>rd</sup> Street  
Los Angeles, California 90048  
copyrightagent@filmaka.com

We are only able to accept notices in English. We will respond expeditiously to claims of copyright infringement committed using the Filmaka Services that are reported to us at the e-mail address provided above in accordance with the U.S. Digital Millennium Copyright Act of 1998 (“DMCA”) or, as applicable, other laws. With respect to Filmaka Services hosted in the United States, these notices must include the required information set forth in the DMCA.

## **Disclaimers and Limitation on Liability**

THE FILMAKA SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS. WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND U.S. DOLLARS (US \$1,000).

THESE DISCLAIMERS AND LIMITATIONS DO NOT AFFECT YOUR RIGHTS AS A CONSUMER OR PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE.

## **Indemnification**

You agree to indemnify, defend and hold Filmaka, our affiliates, licensors, member organizations, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including without limitation attorneys’ fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, (b) your use of and activities in connection with the Site and/or (c) your account(s). You shall cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **Choice of Forum**

You agree that any action at law or in equity arising out of or relating to these terms or the Filmaka Services that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the county of Los Angeles, United States of



America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

### **Choice of Law**

These terms are governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any conflict of law principles.

### **Severability**

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

### **Survival**

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

### **Waiver**

No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.