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CFI is pleased to provide the information on the Platform conditioned upon your acceptance, without modification, of the terms, conditions and notices comprising the Terms. The Terms may be updated and modified by CFI from time to time without notice to you by posting revised Terms on the Platform. You can review the most current version of the Terms at any time by clicking on the terms and conditions link from any page on the Platform.

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(1) change or terminate all or any part of the Platform;
(2) restrict or terminate your access to all or any part of the Platform; or
(3) refuse, move, or remove any content that is available on the Platform and any material that you submit to the Platform.

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II. LOCATION RESTRICTION

The Platform and any services we offer are only available to residents of the United States. Use of the Platform and our services by anyone who does not meet these requirements is a violation of these Terms.

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• is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights;
• contains confidential, proprietary, or trade secret information of any third party;
• violates the rights of others, including without limitation any privacy rights or rights of publicity;
• impersonates any person or entity, falsely states or otherwise misrepresents your affiliation with any person or entity, or uses any fraudulent, misleading or inaccurate email address or other contact information;
• violates any applicable laws or regulations;
• makes any statement, express or implied, that you are endorsed by CFI;
• harms minors in any way, including, but not limited to, by depicting content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct;
• contains any unsolicited promotions, political campaigning, advertising or solicitations;
• or in our sole judgment is inappropriate or objectionable or which restricts or inhibits any other person from using or enjoying the Platform or which may expose the CFI, any of its officers, directors, or employees, or other users to any harm or liability of any type.

You shall not use the Platform to engage in any of the following activities:

• accessing, using, or uploading content to, or attempting to access, use, or upload content to another user’s account without permission;
• or transmitting, uploading, or downloading, any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature.

Additionally, you shall not:

• try to obtain unauthorized access to any account associated with the Platform;
• try to open an account if you are under the age of 18;
• provide false or misleading information at any time when opening or using an account;
• try to use the Platform in a commercial manner, rather than for personal and non-commercial recreation;
• use the Platform in a manner inconsistent with these Terms or applicable law;
• modify or interfere with the Platform or CFI content – including location, access, and other security features – for any reason, or permit or help anyone else to do so; or
• interfere with or alter the Platform or CFI content.

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All right, title and interest in the Platform including, but not limited to all of the software and code that comprise and operate the Platform and all of the text, photographs, images, illustrations, graphics, audio, video and audio-video clips, URLs, advertising copy and other materials provided through the Platform (collectively, “Content”) are owned by us or by third parties who have licensed their Content to us. The Platform is protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. In addition, the entire Content of the Platform is a collective work under U.S. and international copyright laws and treaties, and we own the copyright in the selection, coordination, arrangement and enhancement of the Content of this Platform.

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You certify that the name, address, and all other personal and non-personal information that you give us while and after opening any other account associated with the Platform is true, accurate, current, and complete. If you provide false, inaccurate, stale, or incomplete information, or if CFI suspects that you did so, CFI may refuse or limit access to, suspend, or terminate your account(s) or use of the Platform without prior notice to you.

VI. ACCOUNTS

In order to use the Platform or certain parts of it, you may be required to register for a user account, and you agree to provide truthful information when requested. You are solely responsible for maintaining the confidentiality of your passwords, account information, user names, and/or security questions and answers for the Platform, and for logging off any protected areas of the Platform when you finish a session. You should notify CFI at privacy@cafilm.org immediately if you become aware of the unauthorized use of your user account, username or password. You are responsible for all usage of your user account and/or username. If you share your password with anyone, you assume all responsibility for that person’s activity related to the Platform.

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You certify that you will comply with all applicable laws (e.g., local, state, and federal laws) when using the Platform or CFI Content as permitted and in accordance with this Agreement. You will be responsible for any cost, expense, fee, liability of any kind, and attorney’s fees that CFI incurs if you break the law, misuse the services or information CFI provides, or breach this Agreement. And if you break the law, misuse the services or information CFI provides, or breach this Agreement, you acknowledge and agree that you will reimburse, indemnify, and hold harmless CFI, its subsidiaries, its affiliated companies, and the employees, directors, officers, and agents of all aforementioned companies, from any money damages, costs, expenses, losses, liabilities, and attorney’s fees resulting from any claim, threat, demand, suit, or investigation brought by another person, entity, or government. Without waiving any of these rights, CFI may
at its sole discretion defend itself against any such claim, threat, demand, suit, or investigation without your consent. All of your obligations in this paragraph survive and continue after any termination of this Agreement.

IX. ADDITIONAL PRIVACY TERMS

CFI May Collect, Use, and Disclose Your Location, Personal, and Non-Personal Information. Please visit here to see CFI’s complete privacy policy. That privacy policy may be updated from time to time, so please review it regularly. By opening and maintaining an account associated with the Platform, you are consenting to the collection, use, disclosure, transfer, and sharing of your location, nonpublic personal, and non-personal information by CFI, its subsidiaries, and its affiliated companies including sharing such information with companies other than CFI, its subsidiaries, and its affiliates.

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CFI will terminate a user’s access to the Platform if, under appropriate circumstances, they are determined to be a repeat infringer or otherwise a nuisance to the Platform. CFI reserves the sole and exclusive right to decide whether a comment or any other user submission is appropriate and complies with these Terms for violations other than copyright infringement, such as, but not limited to obscene, defamatory, or just plain obnoxious material. CFI may remove such comments or other user submissions and/or terminate a user’s access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

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Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
Information reasonably sufficient to permit the service provider to contact you, such as an
address, telephone number, and, if available, an electronic mail address;

A statement that you have a good faith belief that use of the material in the manner complained
of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that
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DMCA claims may be sent to the following address:

Dane Callihan
California Film Institute
1001 Lootens Place Suite 220
San Rafael, California 94901

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XIX. CONTACT INFORMATION

You may contact us for any reason, including to report potential violations of the Terms or Rules by others, by email at privacy@cafilm.org or at:

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San Rafael, California 94901