

## **TERMS OF USE**

The California Film Institute (“CFI” or “we” or “us”) provides these Terms of Use (“Terms” or “Agreement”) as an agreement between you and CFI.

By using this website and other website owned by CFI (collectively, the “Platform”), including using our websites (“Sites”) and mobile websites/applications (“Apps”) (collectively, the “Platform”), you agree to read, comply with, and be legally bound by: (i) these Terms, (ii) CFI’s Privacy Policy (available [here](#)), and (iii) all applicable laws and regulations. If you do not read and agree to the Terms and Rules you may not use the Platform.

### **I. ACCEPTANCE OF TERMS**

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.

CFI has the right, but not the obligation, to take any of the following actions without providing any prior notice to you and without any liability to you or any third party:

- (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.

By using the Site after any modification of the Terms, you agree to be bound by such modification(s). CFI does not represent that any of the Site content is completely accurate, and therefore any reliance on the Site is undertaken at your own risk.

### **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.

### **III. ACCEPTABLE USE**

Your use of the Platform is conditioned upon your compliance with the following rules (“Acceptable Use Restrictions”):

You shall not upload to, transmit through, or display via the Platform any content that:

- 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.

#### **IV. OWNERSHIP OF PLATFORM AND CONTENT**

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.

We hereby grant you a limited, revocable license to download and print copies of any portion of the Content of the Platform to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from the Content you download. The foregoing license is subject to these Terms of Use and does not include the right to use any data mining, robots or other automatic or manual device, software, program, code, algorithm or methodology, to access, copy or monitor any portion of any Platform or Content, or in any way reproduce or circumvent the navigational structure or presentation of any Platform or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Platform. We reserve the right to take measures to prevent any such activity. This license is revocable at any time without notice and with or without cause. You may not permit others to copy, distribute, perform or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the Content on the Platform except as expressly provided in these Terms of Use. Nothing in these Terms of Use shall be construed as transferring any right, title or interest in the Platform or its Content to you or anyone else, except the limited license to use the Platform and their Content on the terms expressly set forth herein.

Notwithstanding the foregoing, and specifically with regard to trademarks, the CFI names and logos (including, without limitation, those of its affiliates), all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within the Platform unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of CFI and/or its affiliates (the “CFI Marks”). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within the Platform are the property of their respective owners. You are not authorized to display or use the CFI Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within the Platform without the prior written permission of such owners. The use or misuse of the CFI Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

## **V. ACCURATE INFORMATION**

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](mailto: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.

## **VII. THIRD PARTY WEBSITE AND ADVERTISING**

The Platform may contain links to third party website that are not owned or controlled by CFI. CFI has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party website. In addition, CFI will not and cannot censor or edit the content of any third-party site. By using the Platform you expressly relieve CFI from any and all liability arising from your use of any third-party website. We encourage you to be aware when you leave the Platform and to read the terms and conditions of each other website that you visit.

Advertising may be presented to you when you use the Platform. You consent to receiving such advertisements. You also acknowledge and agree that CFI is not responsible for any products or services provided by advertisers outside of CFI, its subsidiaries, and its affiliated companies.

## **VIII. AGREEMENT TO FOLLOW APPLICABLE LAWS**

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.

## **X. USER COMMENTS AND FEEDBACK**

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.

## **XI. DIGITAL MILLENNIUM COPYRIGHT ACT**

If you are a copyright owner or an agent thereof and believe that any user submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing CFI with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DMCA claims may be sent to the following address:

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

Note: You acknowledge that if you fail to comply with all of the requirements of this Section XI, your DMCA notice may not be valid.

## **XII.DISCLAIMER OF WARRANTIES**

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

### **XIII. OTHER DISCLAIMERS**

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We shall not be liable for computer malfunctions, failure of telecommunications service or Internet connections nor attempts by you to participate in any activities in Platform by methods, means or ways not intended by us. You are solely responsible for any telecommunications devices and services utilized by you to access and interact with Platform.

We do not provide advice to Users regarding tax and/or legal matters. Users who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors and/or authorities in the jurisdiction in which they are domiciled and/or resident.

### **XIV. LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS, OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE PLATFORM WILL BE: THE AMOUNT OF \$200.

IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE PLATFORM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR

INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### **XV.SPECIAL NOTICE TO NEW JERSEY AND CALIFORNIA RESIDENTS**

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

IF YOU ARE ACCESSING THE PLATFORM FROM NEW JERSEY, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE PLATFORM; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE PLATFORM; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE CFI AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE PLATFORM; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CFI FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF CFI AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

#### **XVI.INDEMNIFICATION**

You agree to defend, indemnify and hold harmless CFI, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising

out of or relating to your violation of these Terms of Use or your use of the Platform including your contributions, any use of CFI Content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

## **XVII.TERMINATION**

CFI may cancel, suspend or block your use of the Platform without notice if there has been a violation of these Terms of Use or our Privacy Policy. Your right to use the Platform will end once your account is terminated, and any data you have stored on the Platform may be unavailable later, unless CFI is required to retain it by law. You may terminate your Member Account at any time. CFI is not responsible or liable for any records or information that is made unavailable to you as the result of your termination of your Member Account. YOU AGREE THAT CFI WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE PLATFORM. Any limitations on liability that favor CFI will survive the expiration or termination of these Terms of Use for any reason.

## **XVIII.OTHER TERMS**

CFI's failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **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](mailto:privacy@cafilm.org) or at:

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