

## Terms and Conditions of Use

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR THE IFFF - YF! WEBSITE, VIDEO UPLOAD AND/OR TEAMFILMWORX PROGRAM (COLLECTIVELY THE "PROGRAM"). THE TERMS AND CONDITIONS OF THIS CONTENT HOSTING SERVICES AGREEMENT (THE "AGREEMENT") GOVERN YOUR PROVISION OF CONTENT TO IFFF - YF! FOR POSSIBLE INCLUSION IN THE PROGRAM AS WELL AS YOUR USE OF THE PROGRAM. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO PARTICIPATE IN THE PROGRAM. THIS AGREEMENT BETWEEN YOU (AS DEFINED BELOW) AND HAPPY HOUSE INC. AND ITS AFFILIATES ("IFFF - YF!" OR "WE" OR "US") IS SUBJECT TO CHANGE BY IFFF - YF! AT ANY TIME IN ITS SOLE AND ABSOLUTE DISCRETION. BY CLICKING ON THE "I ACCEPT" BUTTON ON THE VIDEO UPLOAD PAGE OR BY SIGNING THIS AGREEMENT YOU (I) ACCEPT THIS AGREEMENT FOR YOURSELF, (II) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND (III) HAVE ENTERED INTO A BINDING AGREEMENT BETWEEN YOU AND HAPPY HOUSE INC.

### **Introduction.**

By entering into this Agreement, You are requesting to participate in the Program where IFFF - YF! provides hosting services at the direction of content providers who seek to make their content available to other members and/or end users, subject to the terms of this Agreement. We may revise the terms of this Agreement by providing the new terms and conditions for You to accept or reject when You next log in to the Program or by sending notice to You at your email address of record. You must accept or reject the new terms and conditions within five (5) days from the date the notice was sent to You, by logging into the Program at or as otherwise designated in writing by IFFF - YF!, and accepting or rejecting the new terms. If You do not accept or reject the new terms within the five (5) day period, You will be deemed to have accepted and be bound by the new terms. If You do not wish to be bound by the new terms, you must terminate this Agreement but You will no longer be able to participate in the Program. IFFF - YF! reserves the right to suspend or terminate the membership of any member in the Program immediately and without cause or notice.

### **PARENTAL ADVISORY**

IF YOU ARE YOUNGER THAN 17 YEARS OF AGE, PLEASE REVIEW THIS AGREEMENT WITH YOUR PARENTS OR GUARDIANS. BECAUSE THE PROGRAM MAY POSSIBLY PROVIDE ACCESS TO CONTENT THAT CONTAINS EXPLICIT MATERIAL (SUCH AS STRONG LANGUAGE OR DEPICTIONS OF SEX, VIOLENCE, OR SUBSTANCE ABUSE), PARENTAL DISCRETION IS ADVISED FOR ALL USERS AGED 17 AND UNDER. THIS AGREEMENT INCLUDES WARRANTY AND LIABILITY DISCLAIMERS. BY USING THE PROGRAM, YOU ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT MODIFICATION, ADDITION, OR DELETION. IF YOU DO NOT OR CANNOT AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU MAY NOT USE THE PROGRAM. IN THE EVENT OF ANY NONCOMPLIANCE WITH THIS AGREEMENT, IFFF - YF! MAY DENY ACCESS TO THE PROGRAM AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE, AND WITHOUT LIABILITY.

IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT, UNTIL YOU ARE 18 YEARS OF AGE, YOU USE THE PROGRAM AT THE DISCRETION OF YOUR PARENTS/GUARDIANS. YOU AGREE TO PROVIDE YOUR PARENTS/GUARDIANS WITH YOUR CURRENT IFFF - YF! PASSWORD(S) AND REGISTRATION E-MAIL ADDRESS, FOR PARENTAL VERIFICATION PURPOSES. THEY MAY ASK US TO MODIFY OR DENY ACCESS TO YOUR ACCOUNT AND WE MAY DO SO AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE, AND WITHOUT LIABILITY.

### **Eligibility**

You represent and warrant that you are at least 13 years old and that all registration and profile information that you submit to IFFF - YF! is truthful and accurate. You agree to update such account information as necessary to keep it accurate. If you misrepresent your age, we may terminate your IFFF - YF! account at any time without warning, and without liability. You are solely responsible for maintaining the security and confidentiality of your password and other Member account information. You agree not to permit others to use your password or other Member account information, and you agree to notify IFFF - YF! immediately of any unauthorized use of that information. IFFF - YF! will not be responsible for any loss or damage arising out of the unauthorized use of your password or other Member account information; and you agree to indemnify and hold harmless IFFF - YF!, its officers, directors, agents, employees, subsidiaries, and affiliates for any unauthorized, improper, or illegal use of that information. You, and not IFFF - YF!, are solely responsible for all Authorized Content (defined below) published, distributed, or displayed through your account, including without limitation any e-mail messages, posts, internal or externally embedded "widget" code, or tags, and for your interactions with other Members or users. You further represent and warrant that your use of the Program will not violate any applicable law or regulation.

### **Program Participation.**

Participation in the Program is subject to IFFF - YF!'s prior approval and Your continued compliance with the terms of this Agreement. We reserve the right to refuse participation to any applicant or participant at any time in our sole and absolute discretion, and to withdraw content, suspend, restrict and/or terminate the services provided under

this Agreement and Your participation in the Program, immediately without notice to You and without liability to IFFF - YF!, for any reason, including repeat violations of our copyright policy or other Program policies. You must register for the Program and create an account in order to participate in the Program. Multiple accounts held by the same individual or entity are subject to immediate termination unless expressly authorized in writing by IFFF - YF! (including by electronic mail). You are solely responsible for keeping your email address and other contact information updated.

### **Your Content.**

After entering into this Agreement, You may designate content for hosting and display to end users (i) by uploading such content directly to Us, by sending copies of Your content to IFFF - YF! at the address located at [www.iffilmfest.org/youthfest](http://www.iffilmfest.org/youthfest) Attention: IFFF - YF! Contest Upload Program, in a format designated by IFFF - YF!, or to such other address as designated by IFFF - YF!, and/or by otherwise making such content available to Us; and (ii) by providing additional information about Your content in the form provided online when You upload Your content and/or by submitting a completed metadata form as provided by IFFF - YF! to You (each, a "Metadata Form") to IFFF - YF! at [techfresh@gmail.com](mailto:techfresh@gmail.com) All content so designated by You and contained within or provided by You in association with such content, including but not limited to all images, closed captioning, metadata and music, is referred to collectively as "Authorized Content." IFFF - YF! shall have no obligation whatsoever to return any materials delivered to it for uploading under this Agreement.

### **Use of Content.**

By entering into this Agreement and uploading, sending or otherwise making available Your Authorized Content to IFFF - YF!, you are granting IFFF - YF! a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Authorized Content in connection with the IFFF - YF! Website and IFFF - YF!'s (and its successor's) business, including without limitation for promoting and redistributing part or all of the IFFF - YF! Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the IFFF - YF! Website a non-exclusive license to access Your Authorized Content through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such Authorized Content as permitted through the functionality of the Website and under this Agreement. IFFF - YF! reserves the right to display advertisements in connection with any display of Your Authorized Content. Notwithstanding the foregoing, IFFF - YF! is not required to host, index, or display any Authorized Content uploaded or otherwise provided to IFFF - YF!, and may remove or refuse to host, index or display any Authorized Content. IFFF - YF! is not responsible for any loss, theft, intellectual property infringement or damage of any kind to the Authorized Content.

### **Promotional License, Brand Features, Publicity.**

You hereby grant IFFF - YF! a non-exclusive, world-wide, royalty-free license to use Your name and logo ("Brand Features"), in connection with Your Authorized Content, and to use excerpts from Your Authorized Content for advertising or promotional purposes, including without limitation the right to publicly display, perform, reproduce and distribute such excerpts and Brand Features on the Internet and in presentations, marketing materials, customer lists, financial reports and Web site listings of customers. If this Agreement is terminated, IFFF - YF! may continue to use such excerpts and Brand Features in printed (versus "online") materials that are in existence as of the date of termination until such materials are depleted or are redesigned, whichever comes first.

### **Member Conduct**

Use of the Program by you, as Member, is subject to all applicable local, state, national and international laws and regulations. IFFF - YF! reserves the right, but does not assume any obligation, to monitor the Program to enforce this Agreement. Nor does IFFF - YF! guarantee that any monitoring it does perform will be to the Member's satisfaction. Upon learning of any violation of this Agreement, IFFF - YF!, at its sole discretion, may terminate your access to and use of the Program, require you to remedy such violation, and/or take any other actions that IFFF - YF! deems appropriate to enforce its rights and pursue all available remedies. Without limitation, IFFF - YF! reserves the right to terminate your access to and use of the Program if, in our view, your conduct fails to meet any of the following guidelines:

- Members shall not engage in any activity that constitutes harassment, including, but not limited to, excessive repetition when listing a person as a referral.
- Members shall not list the email addresses of people unknown to them.
- Members shall not list as referrals any email addresses that are fake, fictitious, or made up.
- Members shall not list as referrals any email addresses which are owned by or belong to that member.
- Members shall not enter a postal mailing address which is fictitious, invalid, or any address other than an address where that user actually receives US postal mail.
- Members shall not attempt to interfere with any other person's use of the Program.
- Members shall not misrepresent their identity or impersonate any person.

- Members shall not hold themselves out as sponsored by, endorsed by, or affiliated with the IFFF - YF! website.
- Members shall not use any portion of the IFFF - YF! website or the Program for uploading, posting, emailing, transmitting or otherwise making available junk mail, commercial advertisements, or any other form of commercial solicitation.
- Members shall not use any portion of the IFFF - YF! website or the Program for uploading, posting, emailing, transmitting or otherwise making available content, including user names and friend list names, that is harmful, threatening, abusive, vulgar, obscene, profane, defamatory, libelous, hateful, or racially, ethnically or otherwise objectionable.
- Members shall not use any portion of the IFFF - YF! website or the Program for uploading, posting, emailing, transmitting or otherwise making available messages that are harmful to minors in any way.
- Members shall not upload photos, graphics or other content that contain or promote illegal substances or activities, including, but not limited to, underage drinking or smoking, substance abuse, weapon use, or gang affiliation.
- Members shall not post content that displays pornographic or sexually explicit material of any kind.
- Members shall not provide material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18.
- Members shall not provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.
- Members shall not attempt to gain unauthorized access to IFFF - YF!'s database or other computer systems.
- Members shall not attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by IFFF - YF! in connection with the IFFF - YF! website or the Program.
- Members shall not engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Program or the IFFF - YF! website.
- Members shall not use any portion of the IFFF - YF! website or the Program for any unlawful purpose.

All judgments concerning the applicability of these guidelines shall be at the sole and exclusive discretion of IFFF - YF!. IFFF - YF! will remove any offending material and alert the member against repeating the offense. If another direct violation of our Terms of Agreement is committed, a member's account will be fully terminated. A member is not necessarily offered a warning. An account may be terminated at any time, without notice, depending on the severity of the offense.

#### **Proprietary Rights.**

Nothing contained in this Agreement conveys any ownership right to Us in any of the Authorized Content, or other materials provided by You. You acknowledge that as between You and IFFF - YF!, IFFF - YF! owns all right, title and interest in and to the Program, IFFF - YF! products and services, including without limitation, all intellectual property rights.

#### **Confidentiality.**

You agree not to disclose IFFF - YF! Confidential Information without Our prior written consent. "IFFF - YF! Confidential Information" includes without limitation:

- all IFFF - YF! software, technology, programming, technical specifications, materials, guidelines and documentation relating to this Program;
- any click-through rates, financial information (including pricing), business information, including operations, planning, marketing interests, products, and any other reporting information (including revenues, if any, paid to You by IFFF - YF!) provided by IFFF - YF!; and
- any other information designated in writing by IFFF - YF! as "Confidential" or an equivalent designation or that would otherwise be reasonably considered confidential or proprietary under the circumstances. It does not include information that has become publicly known through no breach by You, or information that has been
  1. independently developed without access to IFFF - YF! Confidential Information, as evidenced in writing;
  2. rightfully received by You from a third party without a breach of confidentiality by such third party; or
  3. required to be disclosed by law or by a governmental authority.

#### **Notice Regarding Commercial Email.**

MEMBERS CONSENT TO RECEIVE COMMERCIAL E-MAIL MESSAGES FROM IFFF - YF!, AND ACKNOWLEDGE AND AGREE THAT THEIR EMAIL ADDRESSES AND OTHER PERSONAL INFORMATION MAY BE USED BY IFFF - YF! FOR THE PURPOSE OF INITIATING COMMERCIAL E-MAIL MESSAGES.

#### **Disclaimer and Limitation of Liability.**

THE PROGRAM, IFFF - YF! PRODUCTS AND SERVICES, ANY COPY PROTECTION AND SECURITY FEATURES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. IFFF - YF! AND ITS LICENSORS AND THIRD-PARTY SERVICE PROVIDERS (INCLUDING BUT NOT LIMITED TO TELECOMMUNICATIONS, SERVER AND HOSTING SERVICES, POWER SUPPLIERS, AND OTHER SERVICE PROVIDERS (COLLECTIVELY, "SERVICE PROVIDERS")) EXPRESSLY DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, AND PERFORMANCE OF THE PROGRAM, ANY TECHNOLOGY USED IN CONNECTION THEREWITH, THE AUTHORIZED CONTENT, TERRITORY RESTRICTION FEATURES AND TECHNOLOGY, THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT,

MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND WARRANTIES AS TO THE PERFORMANCE OF COMPUTERS OR NETWORKS. IFFF - YF!, AND ITS LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT ANY IFFF - YF! PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT THE RESULTS OR INFORMATION OBTAINED FROM USE OF IFFF - YF! PRODUCTS OR SERVICES WILL BE ACCURATE OR RELIABLE. EXCEPT FOR ANY PAYMENT OBLIGATIONS SET FORTH IN SECTION 8, IN NO EVENT SHALL IFFF - YF!, ITS LICENSORS AND SERVICE PROVIDERS BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU UNDERSTAND AND AGREE THAT YOU USE THE PROGRAM AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR AUTHORIZED CONTENT, AND FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD.

You Must Have the Right to Use All of the Images, Music and Data of Any Sort in Your Authorized Content, and You Must Have the Right to Grant the Licenses in this Agreement. By entering into this Agreement and uploading or otherwise providing Your Authorized Content to IFFF - YF!, You represent and warrant to IFFF - YF! the following:

1. You are at least 13 years of age if You are a natural person;
2. all of the information provided by You to IFFF - YF! to enroll and participate in the Program is correct and current (including without limitation information You provide in the Metadata Form);
3. the Authorized Content is not, in whole or in part, pornographic or obscene;
4. You hold and will continue to hold the necessary rights, including but not limited to all copyrights, trademark rights and rights of publicity in and to Your Authorized Content and Your Brand Features to enter into this Agreement and to grant the rights granted herein;
5. You have the legal right and authority to enter into this Agreement, to perform the acts required of You under the Agreement, and to grant the rights and licenses described in this Agreement. You further represent and warrant that
6. the Authorized Content and the rights and licenses granted to IFFF - YF! under this Agreement and IFFF - YF!'s authorized use of Your Authorized Content (including the public display, public performance, distribution and reproduction of Your Authorized Content):
  1. do not and will not violate any applicable law, statute, ordinance or regulation and
  2. do not breach and will not breach any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort or contract theories and
  3. that the web site (including products and services therein) You designate in the Metadata Form to which IFFF - YF! may display a link in connection with the display of the Authorized Content does not and will not violate or encourage violation of any applicable law, statute, ordinance or regulation.

#### **Your Obligation to Indemnify.**

You agree to indemnify, defend and hold IFFF - YF! and its respective directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss and expense (including reasonable legal fees, damage awards, and settlement amounts) brought against any Indemnified Person(s) arising out of, or related to or which may arise from Your Authorized Content, Your Brand Features, IFFF - YF!'s authorized use of any of the foregoing, Your use of the Program, and/or Your breach of this Agreement. The Indemnified Persons may in their sole discretion control the defense, at Your expense, of any claim indemnified herein. In the event that the Indemnified Parties determine not to control the defense of any claim hereunder, any Indemnified Person may join in defense with counsel of its choice at its own expense. You will not settle or resolve any such claim in a manner that imposes any liability or obligation on IFFF - YF! or affects IFFF - YF!'s rights in connection therewith without the advance written approval of IFFF - YF!, which will not be unreasonably withheld or delayed.

#### **Termination; Withdrawal of Content.**

Either party may terminate this Agreement immediately upon written notice to the other party if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business. You may terminate this Agreement for convenience upon thirty (30) days prior written notice. You may withdraw Your Authorized Content from public display in the Program by providing IFFF - YF! with a written request. IFFF - YF! will use commercially reasonable efforts to remove Your Authorized Content from public display within thirty (30) days from receipt of notice of termination or withdrawal. IFFF - YF! may at any time in its sole discretion and without liability to IFFF - YF! terminate the Program or any product, service or feature offered in the Program, terminate this Agreement, or withdraw any Authorized Content in the Program.

### **Privacy and Information Rights.**

You agree that We may use information that You provide to Us when You register for the Program in accordance with the privacy policy located at [www.iffilmfest.org/youthfest](http://www.iffilmfest.org/youthfest) In addition, You agree that IFFF - YF! may transfer and disclose this information, including personally identifiable information, to third parties for the purpose of approving and enabling your participation in the Program, including to third parties that reside in jurisdictions with less restrictive data laws than Your own. IFFF - YF! may provide any of the above information in response to valid legal processes, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. IFFF - YF! disclaims all responsibility, and will not be liable to You, however, for any disclosure of that information by any such third party.

### **General.**

#### **1. Notices.**

Unless provided for to the contrary in this Agreement, any and all notices or other communications or deliveries required or permitted to be made under this Agreement shall be sent

2. if to You at the electronic mail address You provide in registering for the Program and

3. if to IFFF - YF! to such address as provided at [www.iffilmfest.org/youthfest](http://www.iffilmfest.org/youthfest) or as otherwise provided in writing for such notice purposes. A second copy of every notice to IFFF - YF! shall be sent to the same address, "Attn: Legal Dept." Notice shall be deemed received

1. upon receipt when delivered personally,

2. upon written verification of receipt from overnight courier,

3. upon verification of receipt of registered or certified mail

4. upon verification of receipt via facsimile, provided that such notice is also sent simultaneously via first class mail, or

5. by electronic mail when sent by IFFF - YF! only. Contact information shall be updated as necessary to ensure that each party has current information regarding all such contacts.

### **Assignment.**

You may not resell, assign or transfer any of Your rights hereunder. Any such attempt shall be null and void. IFFF - YF! may assign its rights under the Agreement at any time in its sole discretion without the requirement to provide You notice.

### **Independent Contract.**

The relationship between IFFF - YF! and You is not one of a legal partnership relationship, but is one of independent contractors.

### **Successors in Interest.**

The words "You" or "Your" shall also mean heirs, executors, administrators, successors, legal representatives and permitted assigns.

### **Force Majeur.**

Neither party shall be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet or other network disturbances.

### **Limits on Invalidation.**

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties.

### **No Waiver.**

The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches.

### **Headings.**

The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect.

### **Prior Agreements.**

Except as to any prior version of this Content Hosting Service Agreement between you and IFFF - YF! that sets forth the license to and use by IFFF - YF! of your Authorized Content,

1. nothing in this Agreement is intended to be, or will be construed as, altering, revising, modifying or otherwise amending any other content hosting services agreement; and

2. in the event of a conflict between this Agreement and any other content hosting service agreement that You enter into with IFFF - YF! with respect to Your Authorized Content, the terms of that other content hosting services agreement shall govern.

**Entire Agreement.**

Except as otherwise set forth herein, this Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof.

**Jointly Drafted.**

This Agreement shall be construed as if jointly drafted by the parties.

**Governing Law/Jurisdiction.**

This Agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of law. Any litigation hereunder shall be brought in any state or federal court of competent jurisdiction in Los Angeles County, California; the parties agree that venue shall be proper in, and consent to the personal jurisdiction of, such courts.

**Exclusion.**

The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.