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**Terms and Conditions**  
**January 13, 2012**

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1. User has signed release forms for all interview subjects depicted or quoted in the User Submissions and has made those signed release forms available to The Civilians. These release forms are in the exact format that were originally made available on the website. User has not made misrepresentations or false statements to the interview subjects to induce them to be interviewed for any other reason whatsoever.
2. User Submissions
  - a. The Civilians Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, The Civilians does not guarantee any confidentiality with respect to any submissions.
  - b. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize The Civilians to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. **For clarity, you retain all of your ownership rights in your User Submissions.** However, by submitting the User Submissions to The Civilians, you hereby grant The Civilians a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with The Civilians Website and The Civilians' (and its successor's) business, including without limitation for promoting and redistributing part or all of The Civilians Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Civilians Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. You understand that content will be made available to download by third parties, and that the purpose of this distribution is for recreation and re-enactment of dialogue and interview material by third parties. Derivations of the User Submission made by third parties may be created in any media formats and through any media channels including live performance. Furthermore, you understand that The

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- c. You understand that The Civilians can create, or authorize others to create, derivative works based on the videos in any media throughout the universe, and that the User will have not right of authorship, for approval, credit, or right to receive any income therefrom.
- d. **In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant The Civilians all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage The Civilians or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person.** The Civilians does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and The Civilians expressly disclaims any and all liability in connection with User Submissions. The Civilians does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and The Civilians will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. The Civilians reserves the right to remove Content and User Submissions without prior notice. The Civilians will also terminate a User's access to its Website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. The Civilians also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. The Civilians may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.
- e. In particular, 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 our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - ii. 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;

- iii. 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;
  - iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
  - v. 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
  - vi. 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.
  - vii. The Civilians' designated Copyright Agent to receive notifications of claimed infringement is: Jason M. Cooper, The Civilians, 138 S. Oxford St. 3C, Brooklyn, NY 11217, email:liaison@thecivilians.org. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to The Civilians through info@thecivilians.org. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.
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8. Indemnity: You agree to defend, indemnify and hold harmless The Civilians, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Civilians Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Civilians Website.
9. Ability to Accept Terms of Service: You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

If this confirms your understanding of these Terms of Service, please indicate by checking the indicated box.