**Terms and Conditions for FilmDoo Maker**

**Introduction**

FilmDoo Ltd ("**FilmDoo**," "**we**," or "**us**") is an online video platform providing filmmakers from around the world with a great place to connect with a community of users to discover, watch, promote and share their films and short films. FilmDoo offers an online video sharing platform and community through its website located at FilmDoo.com and other FilmDoo-operated sites (collectively, the "**FilmDoo Site**"), mobile applications, connected TV applications, and other online services (collectively and including the FilmDoo Site, the "**FilmDoo Service**"). Our aim is to work with filmmakers to raise awareness of their work with a goal of sharing their films across the FilmDoo Site and other affiliate partners of FilmDoo.

FilmDoo is also working with a number of ancillary partners, including film festivals and digital platforms to provide programming to reach millions of users including FilmDoo branded channels, Yahoo, FilmDoo Youtube channel and festivals curated by FilmDoo (“**FilmDoo Partners**”). In the event that any of your content is to be shown by FilmDoo Partners we will give you advance written notice outlining the commercial terms.

By registering as a member or by using the FilmDoo Service in any way, you accept these Terms of Service (the "**Agreement**"), which forms a binding agreement between you and FilmDoo. If you do not wish to be bound by this Agreement, do not use the FilmDoo Service.

**Term and Termination; Account Deletion**

**TERM:**This Agreement begins on the date you first use the FilmDoo Service and continues as long as you have an account with us.

**ACCOUNT DELETION:**You may delete your account at any time by providing thirty (30) days advance notice.

**TERMINATION FOR BREACH:**FilmDoo may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if FilmDoo determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage FilmDoo's reputation and goodwill. If FilmDoo deletes your account for the foregoing reasons, you may not re-register for the FilmDoo Service. FilmDoo may block your email address and Internet protocol address to prevent further registration.

**EFFECT OF TERMINATION/ACCOUNT DELETION:**Upon termination, all licenses granted by FilmDoo will terminate. In the event of account deletion for any reason, content that you submitted may no longer be available. FilmDoo shall not be responsible for the loss of such content.

**Content Restrictions**

You may not upload, post, or transmit (collectively, "**Submit**") any video, image, text, audio recording, or other work (collectively, "**Content**") that:

* Infringes any rights of publicity or privacy, moral rights or intellectual property rights, including any music-related rights, of any third party;
* Contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
* Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
* Exploits minors;
* Depicts unlawful acts, extreme violence or any other applicable law or regulation;
* Depicts animal cruelty or extreme violence towards animals;
* Must not be facing or involved in pending or anticipated litigation; or
* Promotes fraudulent or dubious business schemes.

All videos you submit must also comply with the general FilmDoo Terms and Conditions, which are incorporated into this Agreement.

**Licenses Granted by You**

**Videos**

**LICENSE TO FILMDOO:**As between you and FilmDoo, you own the video content (the "**Videos**") that you submit to the FilmDoo Service. You warrant that you have obtained all the necessary rights (including music rights), consents, authorisations and licenses covering the film(s) you are submitting.

By submitting a video, you grant FilmDoo and FilmDoo Partners a limited, worldwide, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your video for the purpose of:

1. displaying the video within the FilmDoo Service;
2. displaying the video on third party websites and applications through a video embed or FilmDoo's API subject to your video privacy choices;
3. allowing other users to play, download, and embed on third party websites the video, subject to your video privacy choices;
4. promoting the FilmDoo Service, provided that you have made the video publicly available; and
5. archiving or preserving the video for disputes, legal proceedings, or investigations.

**DURATION OF LICENSES:**The above licenses will continue unless and until you remove your videos from the FilmDoo Service, in which case the licenses will terminate within a commercially reasonable period of time. Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely. Please note that removed videos may be cached in search engine indices after removal and that FilmDoo has no control over such caching.

**Non-video Content**

As between you and FilmDoo, you own all non-video content that you submit to the FilmDoo Service. You grant FilmDoo and FilmDoo Partners a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your non-video content. In addition, you waive any so-called "moral rights" in your non-video content. You further grant all users of the FilmDoo Service permission to view your non-video content for their personal, non-commercial purposes. If you make suggestions to FilmDoo on improving or adding new features to the FilmDoo Service, FilmDoo shall have the right to use your suggestions without any compensation to you.

**Your Representations and Warranties**

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to FilmDoo and grant the licenses set forth above; (ii) FilmDoo will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

**Indemnification**

You will indemnify, defend, and hold harmless FilmDoo and FilmDoo Partners, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on the FilmDoo Service; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to FilmDoo violates any law or infringes any third party right, including any intellectual property or privacy right.

**Third Party Copyrights and Other Rights**

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

**Disclaimers**

FilmDoo reserves the right to modify the FilmDoo Service. You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the FilmDoo Service. FilmDoo has no obligation to screen or monitor any content and does not guarantee that any content available on the FilmDoo Service complies with this Agreement or is suitable for all users.

FilmDoo provides the FilmDoo Service on an "as is" and "as available" basis. You therefore use the FilmDoo Service at your own risk. FilmDoo expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, FilmDoo makes no representations or warranties:

* That the FilmDoo Service will be permitted in your jurisdiction;
* That the FilmDoo Service will be uninterrupted or error-free;
* Concerning any content submitted by any member;
* Concerning any third party's use of content that you submit;
* That any content you submit will be made available on the FilmDoo Service or will be stored by FilmDoo;
* That the FilmDoo Service will meet your business or professional needs;
* That FilmDoo will continue to support any particular feature of the FilmDoo Service; or
* Concerning sites and resources outside of the FilmDoo Service, even if linked to from the FilmDoo Service.

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the FilmDoo Service, and no warranties shall apply after such period.

**Limitation of Liability**

To the fullest extent permitted by law:

1. FilmDoo shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and
2. FilmDoo's total liability to you shall not exceed the amounts paid by you to FilmDoo over the twelve (12) months preceding your claim(s).

**Commercial Viability**

Nothing here shall be construed as a representation of the commercial viability of the Film(s), nor a projection or promise that the Film(s) will achieve any particular sales results. FilmDoo shall distribute, market, and promote the Film(s) in its sole discretion under the terms of this Agreement. FilmDoo may terminate this Agreement at any time at its sole discretion, and cease distribution of the Film(s).

**General Provisions**

**GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

**INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES:** Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by FilmDoo in exercising any right hereunder will waive any further exercise of that right. FilmDoo's rights and remedies hereunder are cumulative and not exclusive.

**SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES:**This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. This Agreement may be assigned, transferred, delegated, and sublicensed by FilmDoo without restriction. You may not assign this Agreement without FilmDoo's prior written consent. No third party shall have any rights hereunder.

**NOTICES:**You consent to receive all communications including notices, agreements, disclosures, or other information from FilmDoo electronically. FilmDoo may provide all such communications by email or by posting them on the FilmDoo Service. For support-related inquiries, you may contact us. You may send notices of a legal nature to FilmDoo at legal[at]FilmDoo[dot]com or the following address:

Nothing herein shall limit FilmDoo's right to object to subpoenas, claims, or other demands.

**MODIFICATION:**This Agreement may not be modified except by a revised Terms of Service posted by FilmDoo on the FilmDoo Site or a written amendment signed by an authorized representative of FilmDoo. A revised Terms of Service will be effective as of the date it is posted on the FilmDoo Site.

**ENTIRE AGREEMENT:**This Agreement incorporates the following documents by reference:

* FilmDoo Terms and Conditions
* FilmDoo Privacy Policy
* [FilmDoo Cookie Policy]

This Agreement constitutes the entire understanding between FilmDoo and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.