

# American History Film Project Terms of Service

You have been invited by the American History Film Project to post your original video for use on or distribution through sites, services, or applications that are owned or operated by us or under any brand owned by us the American History Film Project (also known as AHFP).

1. **Conditions of Use.** Your submission of video is governed by these Conditions of Use ("**Conditions of Use**"), together with American History Film Project's **Privacy Policy**. Please read these Conditions of Use and the **Privacy Policy** carefully. By submitting your video and having parent/legal guardian signatures on the permission slip you (and your parent/guardian) are stating that you have read and understood, and agree to be bound by, these Conditions of Use and the **Privacy Policy**. If you do not agree to these Conditions of Use and the American History Film Project **Privacy Policy**, you may not submit any video to American History Film Project (AHFP). These Conditions of Use only apply to your submission of video to AHFP. You understand that no partnership, joint venture, agency or fiduciary relationship is created between you and American History Film Project (AHFP) by reason of the invitation we have extended to you, and we have no obligation to post any video that you provide to us.
2. **Eligibility.** All residents of the United States of America and its territories who are students in grades K-12 (in public schools, private schools, home schools) are eligible to participate. They may be sponsored or guided by their parents, civic groups, after school enrichment clubs, camps, scout organizations and churches.
3. **Registration.** You agree that we may use any information we obtain about you in accordance with the provisions of our **Privacy Policy**. You agree to: (a) provide true, accurate, current, and complete information as prompted by the registration form; and (b) maintain and update the information to keep it true, accurate, current, and complete at all times. The registration form can be found on <http://americanhistoryfilmproject.org/submit-films> or HERE [Permission Form](http://americanhistoryfilmproject.org/wp-content/uploads/permission-form-guardian.pdf) <http://americanhistoryfilmproject.org/wp-content/uploads/permission-form-guardian.pdf>. Students over the age of 13 may also register via "Withoutabox" IMDb Video Services. Both require parent permission.
4. **Electronic Communications.** When you visit AHFP's web site, YouTube Channel, Facebook, Twitter etc. or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on our social media pages. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
5. **Technical Requirements.** Your video may not be larger than 2 GB and it must be provided in one of the permissible video formats (example: mp4). You or your school would be responsible for obtaining and maintaining (and paying all charges related to) all equipment and services needed for the purposes of completing and posting your video. (This can be done from a personal laptop computer, for example.) We are not responsible if any technical incompatibility or malfunction result in any video being un-viewable or corrupted via transit to our exhibition. Retain your own copies. Do not send originals.
6. **Prohibitions.** Please be careful when posting a video to our social media sites: you will be entirely responsible for the video content.

This following list of prohibitions and examples is not an exhaustive list of prohibited activities. We may in our sole and absolute discretion determine if a video complies with these Conditions of Use and is otherwise suitable and appropriate for posting to AHFP sites or inclusion in our exhibition; however, we assume no responsibility for monitoring the content of video or other conduct in connection with the use of American History Film Project works. In addition, we may investigate and take appropriate legal

action against any user who violates (or who we suspect has violated) these Conditions of Use, including reporting you to the applicable law enforcement authorities.

Your video may not:

1. violate any third party's intellectual property rights, including without limitation, copyrights, trade secrets, trademarks, service marks or patents. For example, unless you have obtained the express, advance written permission from the owner/licensor and you have paid any and all required fees (if any), you may not (a) use a rock-band's song as the soundtrack to your video, (b) include a portion of a copyright-protected TV show, play, or video in your video, and (c) use a trademark-protected logo in your video;
  2. violate a third party's privacy or publicity rights, defame a third party, or include any information about a person that you know to be false. In particular, your video may not include a photograph or other likeness of another person unless that person has given you express, advance written permission to use the photograph or other likeness in your video;
  3. stalk, threaten, harass, or harm another individual or encourage such activities, or solicit information from any person under 18 years of age. The content of your video may not exploit people in a violent or sexual manner - such as pornography - or promote child pornography, human trafficking, terrorism, or any other illegal activity;
  4. contain nudity or violence.
  5. promote or involve commercial activities. You may not use AHFP to offer products or services for sale, including without limitation, lotteries, sweepstakes, or pyramid schemes, and your video may not contain junk mail, spam, chain letters, or any other form of commercial solicitation;
  6. transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  7. tamper with, interfere with, disrupt or impair the American History Film Project or servers or networks connected to the our services or digital sites, or circumvent any requirements, procedures, policies, or regulations of networks connected to AHFP or
  8. otherwise violate any applicable law, regulation or rule, whether local, state, national, or international.
7. **Your Responsibilities.** You agree that you are solely responsible for the content of your video and the consequences of posting, publishing, or other display of the video. You represent and warrant that:
1. you own or have lawfully licensed all rights in and to your video (including, without limitation, all rights in and to the audio, video and digital recordings embodied in your videos, and all rights in and to each performance contained in your video), and you have the sole, full and unencumbered right, title, interest and authority to grant to us each of the various licenses and rights set forth in these Conditions of Use;
  2. your video does not infringe or violate the intellectual property rights (including without limitation, copyrights, trade secrets, trademarks, service marks, or patents), privacy or publicity rights, or any other legal or moral rights of any third party;
  3. you have paid and will pay in full, and on a timely basis, all royalties, license fees, clearance fees, and other financial obligations, of any kind, required in connection with your video, including without limitation, any payments due to any writers, actors, directors, producers, performing rights society or to any guild, union, collective bargaining organization or other group that represents actors, authors, composers, musicians, artists, and any other person connected with the development, production, distribution or other exploitation of your video;
  4. you are the individual pictured or heard in your video, or, alternatively, you have obtained the express, advance written consent from each person (including consent from parents or legal guardians of any individual under the age of 18) who appears or is heard in your video;

5. you will not misidentify yourself to us when submitting a video, and you will not sell or transfer your user profile to a third party; and
6. you will not reproduce, distribute, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of American History Film Project Video, use of AHFP Video, or access to AHFP sites.
7. you will keep all records necessary to establish that your video does not violate any of the foregoing representations and warranties, and to make the records available to us upon our request.
8. **No Obligation to Publish; Removal.** If you submit your video to American History Film Project, (a) we do not guarantee that your video will be displayed, performed or published on AHFP digital media (at all, or for any minimum period of time), and whether or not the video is displayed, performed or published, we do not guarantee the confidentiality of any video, and (b) we may remove at any time or refuse to post any video, in each case, at our sole and absolute discretion. We are not responsible for any loss, theft or damage of any kind to any video, and we will have no liability or responsibility for the actions of any third parties with respect to your video, including without limitation, copyright infringement, the exploitation of your ideas, modification of your video, or disparagement of your video. We are not responsible if your video is incorrect, corrupted or otherwise modified when posted on American History Film Project (AHFP) digital media, whether caused by users of AHFP sites, social media, or by any equipment, software, programming, or other technical processes associated with or used by us.
9. **Voluntary Removal.** We will remove your video or videos within a reasonable period of time after its receipt of your removal request via e-mail to [Martha@americanhistoryfilmproject.com](mailto:Martha@americanhistoryfilmproject.com), and the licenses specified below will terminate upon the removal of each video.
10. **Video Licenses.** We do not claim ownership of any images, information, data, text, files, software, music, sound, photos, graphics, video, messages, tags or other materials you provide as part of your video for display and performance to others through AHFP, and you are free to use your video in any lawful way you choose outside AHFP. As between AHFP and you, you retain and own all rights in and to your video, and we will not sell your video to third parties. However, by submitting a video to AHFP, you hereby grant to us, our parents, affiliates, subsidiaries, and our and their third party business partners, a perpetual (subject solely to your voluntary removal right, as set forth above), non-exclusive, fully-paid, world-wide, royalty-free license to use, distribute, reproduce, publish, publicly perform, and publicly display the video (in whole or in part), in any and all formats (whether now known or later developed), by means of any and all types (whether now known or hereafter developed) of Internet, Wi-Fi and broadband video streaming media, as received, played and viewed on any and all kinds of devices (including, without limitation, desktop computers, laptop computers, TiVo-branded and other digital video recorders, and portable/mobile/handset devices, whether such devices are now known or later developed), for any and all purposes in connection with our (or our parents', affiliates', subsidiaries', and our and their third party business partners') business. In addition, you hereby grant us a license to grant each AHFP YouTube user a perpetual, non-exclusive, fully-paid, world-wide, royalty-free license to view, use, and privately display the video for their personal, private, non-commercial use. By this Terms of Service we will inform AHFP users that they are required to comply with conditions of use regarding their use of AHFP videos; provided, however, we are not responsible for any breach by any end user of the conditions of use. Without these licenses from you, we would be unable to permit users to view the video on AHFP digital sites. We will not pay you any fees, royalties or other consideration for these licenses, except pursuant to (a) our potential future amendment (if any) of these Conditions of Use, or (b) a separate written agreement (if any) that we subsequently may elect to enter into with you.
11. **Fees.** There are no fees for students to enter their works in the film the exhibition or post online. Student filmmakers whose films are selected to participate may attend the national film fest to be honored without paying admission fees to the exhibition event. We reserve the right to, in the future at any time, charge fees for public (non-student) access to AHFP events, features, or to portions of the existing AHFP content, features or services online. We will not pay you any fees, royalties or other

consideration arising from or relating to any fees that we may charge, except pursuant to (a) our potential future amendment (if any) of these Conditions of Use or (b) a separate written agreement (if any) that we subsequently may elect to enter into with you

12. **Links.** The provision of a link between AHFP and any other website or Internet resource is for your convenience only and does not signify our control or endorsement of the other website or resource or its contents. YOU AGREE THAT WE, AND OUR PARENTS, AFFILIATES AND SUBSIDIARIES, WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION, SOFTWARE, OR MATERIALS FOUND AT ANY OTHER WEBSITE OR INTERNET RESOURCE.
13. **Content; Restrictions on Use.** The content on the American History Film Project (AHFP) sites, and specifically content related to the AHFP exhibition, including without limitation, text, graphics, logos, button icons, images, audio clips, video clips, digital downloads, data compilations and software, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and we, our parents, affiliates, subsidiaries, or our or their licensors own the content. This content, may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without your obtaining our and our applicable licensors express prior written permission in each instance. You may not copy, modify, perform, translate, display, sell, broadcast, transmit, publish or otherwise interfere with third parties' videos displayed on the AHFP sites. You must abide by all copyright notices, information, or restrictions contained in or attached to any content on AHFP sites.
14. **Copyright Infringement.** Each video posted or used for the American History Film Project (AHFP) is intended to be an original video that you have created using your own imagination and creative skills. We respect third party intellectual property rights, and we expect you to do the same. We will remove any video if we are properly notified in writing of any allegations that the video may infringe or violate any third party intellectual property right or otherwise may violate applicable law. We may remove any or all of your videos without prior notice to you in this regard and without establishing proof of these allegations. If you are unsure if any content or portion of your video infringes or violates a third party's copyright or other intellectual property or proprietary rights, then you should omit the content/portion(s) or consult an attorney, in each case before you submit a video to AHFP. If you believe that your work has been copied or otherwise used in a third party's video in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.
15. **Termination.** YOU AGREE THAT WE AND OUR PARENTS, AFFILIATES AND SUBSIDIARIES WILL NOT BE LIABLE IN ANY MANNER OR AMOUNT TO YOU OR ANY THIRD PARTY FOR REMOVING YOUR VIDEOS OR SUSPENDING OR TERMINATING YOUR ACCESS TO AMERICAN HISTORY FILM PROJECT, OR REMOVE ANY PORTION OF YOUR VIDEO. You may discontinue your participation at any time. We may investigate your use of AHFP if we, in our sole and absolute discretion, believe you have violated these Conditions of Use.
16. **Modifications To Conditions of Use.** We may make changes to these Conditions of Use, at any time and without any separate notice to you. Please review these Conditions of Use on a periodic basis, so that you are aware of any changes. If you object to any of the changes, your sole recourse is to stop using AHFP. Continued use of AHFP following implementation of any of the changes will indicate your acknowledgement of the changes and agreement to be bound by the terms and conditions of the changes. If any of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the continued validity, effectiveness, binding nature and enforceability of any remaining conditions.
17. **Modifications To American History Film Project Exhibitions and Digital Sites.** We may add services, features and content to, or remove services, features and content from AHFP past events archives and film library at any time, and we may discontinue our project at any time, in each case with or without notice to you. YOU AGREE THAT WE WILL NOT BE LIABLE IN ANY MANNER OR AMOUNT TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE posting or displaying digital works.

18. **Trademarks.** American History Film Project (AHFP) is a 501 (c) 3 registered with the United States Internal Revenue Service (IRS). Our name will be a registered trademark, and the AHFP logo, and other marks (corporate identity) indicated in our communications or our parents', affiliates', or subsidiaries' trademarks, in the United States and other countries. Other AHFP graphics, logos, page headers, button icons, scripts, and service names are our or our parents', affiliates', or subsidiaries' trademarks or trade dress. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages, denigrates or discredits us. All other trademarks not owned by us or our affiliates that appear on the digital sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us or our parents, affiliates, or subsidiaries
19. **Disclaimer of Warranties.** WE DO NOT APPROVE, ENDORSE OR RECOMMEND ANY VIDEO OR ANY CONTENT, OPINION, IDEA, ADVICE OR EXPRESSION CONTAINED IN ANY VIDEO, AND WE HEREBY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH ALL VIDEOS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU EXPRESSLY AGREE THAT YOUR INVOLVEMENT IN AHFP IS ENTIRELY AT YOUR SOLE RISK. AMERICAN HISTORY FILM PROJECT DIGITAL MEDIA IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO "Withoutabox" IMDB VIDEO SERVICES REGISTRATION FOR FILM FESTIVALS (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). WE MAKE NO WARRANTY THAT IMDB VIDEO SERVICES, YouTube or AHFP WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT AHFP DIGITAL PRODUCTIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF AHFP, OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH AHFP VIDEOS, OR THAT DEFECTS IN AHFP VIDEO WILL BE CORRECTED (AT ALL, OR WITHIN ANY CERTAIN PERIOD OF TIME). YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF AHFP VIDEO IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS, INJURY, COST OR EXPENSE ARISING THEREFROM. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH AHFP VIDEO WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. THIS DISCLAIMER OF WARRANTIES WILL CONTINUE IN PERPETUITY.
20. **Limitation of Liability.** YOU UNDERSTAND THAT TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS OR ASSIGNS, OR OUR OR THEIR OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, ATTORNEYS OR LICENSORS, BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE DAMAGES), RESULTING FROM YOUR (OR ANYONE VIEWING YOUR FILM) OR USE AHFP VIDEO. THIS LIMITATION OF LIABILITY WILL CONTINUE IN PERPETUITY.
21. **Exclusions and Limitations.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liability, the scope and duration of the warranty and the extent of our liability will be the minimum permitted under applicable law.
22. **Applicable Law.** By visiting AHFP digital sites, you agree that (a) the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws, and (b) the federal laws of the United States of America will be the exclusive laws to govern these Conditions of Use, and your involvement with



AHFP, in the event of any dispute of any sort that might arise between you and us (or our parents, subsidiaries, affiliates, successors or assignees) with respect to your use of AHFP.

23. **Disputes.** Any dispute between us and you which relates in any way to these Conditions of Use, or your use of AHFP, and which seeks aggregate total relief (by one or more parties) in excess of \$7,500 will be brought and adjudicated exclusively in the state courts located in Fairfax County, Virginia or Federal Courts located in the Commonwealth of Virginia. In any such action or proceeding, you hereby consent, and agree to be bound by, the exclusive personal and subject matter jurisdiction and venue in those courts.
24. **Our Address.** 4355 Ivymount Court, #45, Annandale, VA 22003
25. **Restricted Access Video.** If you upload a video to IMDb Video or YouTube for non-public, restricted access viewing (for example, as part of an American History Film Project film festival submission), in addition to the Conditions of Use above, the following terms apply to your video.
  1. Notwithstanding the first sentence in Section 9, we will not remove your video from IMDb Video, YouTube, other social media, and the American History Film Project website as long as its availability on IMDb Video or AHFP website remains necessary for us to fulfill the specified use at the time you uploaded your video (for example, to maintain your video's availability during a film festival review period).
  2. Notwithstanding the first sentence in Section 10, you may not be able to remove your video from IMDb Video or American History Film Project website archives under certain circumstances (for example, to maintain your video's availability in the submissions archive of a film festival).
  3. Notwithstanding the third and fourth sentences in Section 11, by submitting a video to American History Film Project via YouTube or IMDb Video, you hereby grant to us, our parents, affiliates, subsidiaries, and our and their third party business partners, a perpetual (subject solely to your voluntary removal right, as set forth above), non-exclusive, fully-paid, world-wide, royalty-free license to use, distribute, reproduce, publish, publicly perform, and publicly display the video (in whole or in part), in any and all formats (whether now known or later developed), by means of any and all types (whether now known or hereafter developed) of Internet, Wi-Fi and broadband video streaming media, as received, played and viewed on any and all kinds of devices (including, without limitation, desktop computers, laptop computers, TiVo-branded and other digital video recorders, and portable/mobile/handset devices, whether such devices are now known or later developed), for any and all purposes in connection with the specified use for your video (for example, as part of a film festival's submission process). In addition, you hereby grant us a license to grant each American History Film Project viewer a perpetual, non-exclusive, fully-paid, world-wide, royalty-free license to view, use, and privately display your video in connection with the specified use for your video (for example, for viewing by a film festival programmer or YouTube viewer).
  4. If you submit a YouTube video with a private link from your personal YouTube channel (not viewable to the public) you may designate your restricted access video to be a publicly viewable video at any time. **Once we select your video to be exhibited on the public American History Film Project YouTube channel, your video will be considered public as you indicated on your signed permission slip.**

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