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Culture Unplugged Studios (“C.U.S.”) is building a library of short and long form cinema from Southeast Asia for a global promotional effort. This is an effort to assist filmmakers in distributing their work and further promoting their activities as professional filmmakers and producers.

When you submit your content to the Culture Unplugged Studios, you grant us a non-exclusive license to showcase and screen your work through the Culture Unplugged Studios, through online portals as well as mobile devices, and offline screening venues. We don’t own your film; you just grant us a non-exclusive license to showcase it. At any given time if you wish to withdraw your film from archive, you can do so by informing C.U.S. The request to remove will be furnished within 30 days from the day of the request.

In the event that a third party television network expresses interest in broadcasting the festival program, we will contact you and put both parties in touch with each other directly, and if you wish we would be happy to work with you and enable you to showcase your content in the best way. With your permission, we will act on your behalf to promote your work to global audiences and present your profile as a filmmaker and artist through our online properties.

We understand your time is important and apologize for the length of this document. However, please read this and share your concern and suggestions with us. We wish to listen to you, the film-maker and film-producer, and partner with you to further democratize the film industry and facilitate the shift of control from traditional gatekeepers of the industry to creative independents. We hope to grow with you and introduce new age system to the film industry. Your feedback and patience are highly appreciated.

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## TERMS OF USE

The following terms and conditions govern all use of the CultureUnplugged.com website owned and operated by Culture Unplugged Studios, Inc. (“C.U.S.”) (the “Site”) and the services available on or in connection with the Site (including, without limitation, services relating to content hosting, uploading, sharing and publishing), (collectively, the “Service”). The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the “Terms of Use”) and all other operating rules, policies and procedures that may be published from time to time on the Site by C.U.S.

By accessing any part of the service, you agree to adhere by the terms and conditions of these terms of use. C.U.S.’ acceptance is expressly conditioned upon your assent to all of the terms and conditions of these terms of use.

### 1. Submitting Content

C.U.S. will use the term “Your Content” to mean and refer to any and all content, videos, films, media and materials you submit to us.

Once you have registered with [www.cultureunplugged.com](http://www.cultureunplugged.com) and/or submitted Your Content, you will become a “Member.”

Once you become a Member, you can also submit content for selection in the C.U.S Festivals, Site Publishing and other distribution purposes.

To be considered for C.U.S., Your Content must meet all the specifications and requirements relating to formatting, compatibility, operating characteristics and submission and these can be found on [www.cultureunplugged.com](http://www.cultureunplugged.com) (“Content Requirements”). In order to submit content, Your Content must meet C.U.S.’s Content Requirements.

We will not be responsible for lost, damaged, misdirected, unusable or unreadable content.

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## 2. Content Requirements

You are solely responsible and liable for the content you submit through the Service (or that is otherwise submitted through your C.U.S. account).

You agree you will not submit any content that (i) is libelous, defamatory, obscene, pornographic, sexually, racially, culturally, or ethnically offensive, harassing, intimidating, threatening, hateful, discriminatory or abusive, or (ii) otherwise infringes or misappropriates the rights of any third party (including, without limitation, intellectual property and privacy rights). C.U.S. reserves the right, at any time, without notice and without limiting any and all other rights we may have under these Terms of Use, at law or in equity, to remove and delete your content from [www.cultureunplugged.com](http://www.cultureunplugged.com).

C.U.S. reserves the right to delete or reject any content that C.U.S., in its sole discretion, deems to be in violation of these Terms of Use or the Content Requirements. C.U.S. reserves the right to edit and use Your Content for the purposes of promoting the Site.

## 3. Rights Granted to C.U.S.

By submitting the Your Content to the Service, or displaying, publishing, or otherwise posting any content on or through the Service, you hereby do and shall grant C.U.S. a worldwide, non-exclusive, perpetual, royalty-free, license to use and fully exploit Your Content in connection with the Service and C.U.S.' (and its successors' and assigns') business, including, without limitation, through any online media channels (including, without limitation, third party websites and mobile phone networks). If C.U.S. receives any profit from showcasing your content, C.U.S is committed to pass on a set amount to you based on profit sharing model. (50:50 share).

In connection with Your Content, you affirm, represent, and warrant that (and that you can and will demonstrate to C.U.S.' full satisfaction upon its request that): (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize C.U.S. to use each and every image and sound contained in each such Your Content submission and to enable inclusion and use of such Your Content submission in the manner contemplated by the Service and these Terms of Use; (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the Your Content submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Your Content submissions in the manner contemplated by the Service and these Terms of Use; and (iii) the posting of Your Content on or through the Service or otherwise does not violate the privacy rights, publicity rights, intellectual property rights, contract rights, or any other rights of any person or entity. You agree to pay all royalties, fees, and other monies owing any person or entity by reason of any content submitted by you to or through the Service.

## 4. Ownership

C.U.S. does not claim any ownership rights in the content that you submit to [www.cultureunplugged.com](http://www.cultureunplugged.com). C.U.S. retains all right, title and interest in and to [www.cultureunplugged.com](http://www.cultureunplugged.com), including, but not limited to all associated intellectual property and proprietary rights existing anywhere in the world. You acquire no ownership, proprietary or other rights, title or interest in or to the [www.cultureunplugged.com](http://www.cultureunplugged.com).

## 5. Financial Consideration

C.U.S. reserves the right to sell advertising in connection with your content and otherwise benefit from and/or realize revenue in connection with your content. C.U.S. is committed to pass on a set amount of the revenue, generated thru online or offline screening effort, to you based on profit sharing model. (50:50 share).

## 6. Indemnification

You shall defend, indemnify, and hold harmless C.U.S, its affiliates and each of its, and its affiliates, employees,

contractors, directors, suppliers and representatives from all liabilities, losses, damages, claims, and expenses, including reasonable attorneys' fees, that arise from (i) Your use or misuse of, or access to, the Service, (ii) any content you submit through the Service (including, without limitation, with respect to infringement of any third party rights), or (iii) otherwise from your violation of these Terms of Use. C.U.S reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with C.U.S. in asserting any available defenses.

## 7. Disclaimers and Limitation of Liability

THE SERVICE, AND ALL CONTENT AVAILABLE THROUGH THE SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE FOREGOING ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

IN NO EVENT SHALL C.U.S. BE LIABLE WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS OF USE (I) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES, OR (II) FOR ANY AMOUNT IN EXCESS OF US\$100.00. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 8. Dispute Resolution

The Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules, and the United States of America. You expressly agree that the proper jurisdiction for any claim or action arising out of or relating to the Terms of Use or your use of this Site or Service is in the state or federal courts located in Delaware and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section. You and C.U.S. agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

## 9. Copyright and Trademark Notices

C.U.S. has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>). The address of C.U.S.'s Designated Agent to Receive Notification of Claimed Infringement (*Designated Agent*) is listed at the end of this policy. It is C.U.S.'s policy to (1) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Refer to Copyright Document on the [www.cultureunplugged.com](http://www.cultureunplugged.com).

## 10. General

This Agreement, together with our Terms of Use, is the entire agreement between you and C.U.S. relating to your submission of content for use in the Culture Unplugged Studios at [www.cultureunplugged.com](http://www.cultureunplugged.com) and the subject matter of this agreement supersedes any prior or inconsistent agreements. C.U.S. reserves all rights of agreement & registration termination.

[C.U.S.](#) reserves the right, in its sole discretion, to modify these Terms of Use at any time by posting a notice on the Site, or by sending you a notice via email, postal mail or otherwise. You shall be responsible for reviewing and becoming familiar with any such modifications. Such modifications are effective upon first posting or notification, and use of the Service by you following such posting or notification constitutes your acceptance of the Terms of Use as modified. You agree to review the Terms of Use regularly to ensure that you are updated as to any changes. Unless otherwise indicated, the Terms of Use and all Content provided by C.U.S. are copyright © 2007 Culture Unplugged, Inc. All rights reserved.