

*Culture Unplugged Studios (“C.U.S.”) is developing an archive of short and long form documentaries and films with socio-cultural focus. This archive will consist of films produced by film-makers from all regions of the world. The archive’s purpose is to help individuals, groups or institutions with mission to facilitate shift in global consciousness via medium of films. It will enable them to raise awareness on humanity’s existence, evolution and purpose in line with the need of our time, by creating programs/screenings designed for specific community. This is also an effort to provide a platform to filmmakers and producers to connect with the world and contribute to the transformation of collective consciousness.*

*When you submit your content to the Culture Unplugged Studios, you grant C.U.S. a non-exclusive license to showcase and screen your work through the Culture Unplugged Studios, through online portals, mobile devices, as well as offline screening venues. Culture Unplugged does not own your film; you just grant C.U.S. a non-exclusive license to showcase it. This will not prohibit you from screening/distributing your film with other online or offline venues/entities. At any given time if you wish to withdraw your film from Culture Unplugged 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.*

*When a network or institution other than C.U.S. expresses interest in broadcasting or screening your film, we will contact you and introduce you directly for direct communication. If you wish us to facilitate the dialogue or help the film reach wider audience through us or other opportunity, we will be happy to help you. With your permission, we will act on your behalf to promote your work to global audiences and present your profile as a filmmaker/artist through our online venues.*

*All Culture Unplugged efforts are non-commercial and are financially fully supported by independent/personal fund of a private citizen as a part of socio-spiritual vision. Culture Unplugged is neither affiliated nor have been supported by any governmental, religious, corporate funds or foundation grants.*

*We understand your time is important and apologize for the length of this document. However, please read this and share your concern and suggestions to us. We are here to listen to you, the film-maker & film-producer, and become collaborator/partner in further democratizing the media industry, and become a thriving virtual community that works together beyond borders to not only fulfill personal dream but to pursue the collective dream for greater good. Culture Unplugged aspires to belong to this community and become its part as a facilitator. Together with you, we hope to introduce a new age system to the film/media industry that will enable us all to pioneer a new way of being, belonging and expressing. Your feedback and patience are highly appreciated to enable us to serve us all.*

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## **TERMS OF USE**

The following terms and conditions govern all use of the CultureUnplugged.com websites, tablet or mobile delivery venues operated by Culture Unplugged Studios, (“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, screening, viewing and transmitting), (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.

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## 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 participate in C.U.S. archive and screenings, 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.

For festival participation, films must fit the festival theme and criteria.

We will not be responsible for lost, damaged, misdirected, unusable or unreadable content. We will not be able to return the material submitted for the participation.

## 2. Content Requirements

You take full responsibility and liability 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 social mission and the Site.

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

By submitting 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 license to fully promote Your Content in connection with the Service and C.U.S.’ (and its successors’ and assigns’) organizations, including, without limitation, through any online media channels (including, without limitation, third party websites and mobile phone networks, tablets, IPTV ). If C.U.S. receives any sponsorship/revenues from showcasing your content, C.U.S is committed to pass on full financial benefit to you based on the sponsorship/revenue generated. Which means, C.U.S. will pass on to you 100% of revenue generated by Your Content, through its online platform or other digital/media devices/avenues. C.U.S. will entrust you to share and contribute back a percentage of revenue to C.U.S. that you deem fair and just for the service provided to you by C.U.S. This is optional based on your personal choice and goodwill. C.U.S. pioneers on such sharing models as an expression of its intention and for its aspiration to build trust-based community with and among film-makers.

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

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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.

Each film will remain in the online festival for the duration of the festival of about 180 days, and then be available as part of the online collection/archive at filMedia network on C.U.S site. All winning films are showcased under “Previous Winners” section of the site. A winning film can be removed after a minimum of two years since the date of winning, upon request. As the festival is bound to follow international fund transfer formalities, all requested documents for reward remittance clearance will need to be furnished by all winning films.

#### **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. may offer film-makers a choice to generate revenue/fund for the content screened on C.U.S.venues. It will be at your discretion as a film-maker or producer to allow public to view Your Content for free or for revenue. When C.U.S. venue offers this opportunity and generates revenue, C.U.S. is committed to pass on full financial benefit generated through online or offline screening effort, to you. (100% of all revenue generated will be directly passed on to you, the film maker/producer. C.U.S. will entrust you to share and contribute back a percentage of revenue to C.U.S. that you deem fair and just for the service provided to you by C.U.S. This is optional based on your personal choice and goodwill. C.U.S. pioneers on such sharing models as an expression of its intention and for its aspiration to build trust-based community with and among film-makers.). C.U.S. will not deduct any expenses or costs associated from promoting the content. C.U.S. will adhere to its socio-spiritual vision and will not compromise the intent or the process for the need to sustain or generate revenue for its operations/offerings or the community of film-makers or producers.

#### **6. Removal of the film**

Culture Unplugged does not own your film; you just grant C.U.S. a non-exclusive license to showcase it. This will not prohibit you from screening/distributing your film with other online or offline venues/entities. At any given time if you wish to withdraw your film from Culture Unplugged 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. If the film is rewarded by the audience in the festival, you will allow the film to be shared with the audience for up to 15 days of screenings via C.U.S. streaming platform, over a period of 12 months from the notice.

#### **7. 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

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matter otherwise subject to indemnification by you, in which event you will assist and cooperate with C.U.S. in asserting any available defenses.

## 8. 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.

## 9. 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.

## 10. 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://www.copyright.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.

## 11. 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.

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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 Ltd. All rights reserved.