

Matinee Scholars, Inc. Website

TERMS OF USE

Matinee Scholars, Inc. hereby grants You permission to Use the Matinee Scholars Inc. website as set forth in these Terms of Use.

I. DEFINITIONS

The following terms are capitalized throughout these Terms of Use when used as defined below:

- 1.1 “Content” is inclusive of all text, files, images, photos, video, sounds, musical works, applications, works of authorship, or any other materials, generated in association with the Matinee Scholars, Inc. program.
- 1.2 “Individual” refers to a human being.
- 1.3 “Minor” refers to a human being who has not reached the age of majority.
- 1.4 “Portray” means to depict or represent, whether in text, files, images, photos, video, sounds, musical works, applications, works of authorship, or any other materials.
- 1.5 “Publish” means to display publicly, whether in digital internet form or by any other means.
- 1.6 (a) “Submit” means conveying Content to Matinee Scholars, Inc., or any of its directors, officers, employees or agents. Conveyance may occur orally, by delivery of a writing, or by transmission of an electronic record, or by any other means which makes Content available to Matinee Scholars, Inc., or any of its officers, agents, partners or employees.

(b) “Submission” is the active form of the term “Submit.”
- 1.7 “Substance” means the subject matter, meaning, or concept of Content.
- 1.8 “Use” in reference to “Terms of Use” and “Use” of the Matinee Scholars, Inc. website is defined as accessing its website.
- 1.9 “You” refers to any entity, group, or individual that Uses the Matinee Scholars, Inc. website or participate in the Matinee Scholars, Inc. program.

II. REPRESENTATIONS AND WARRANTIES MADE BY YOU

- 2.1 By choosing to Submit Content to Matinee Scholars, Inc., You represent and warrant that You have obtained specific model releases for any and all Individuals Portrayed in all Content You Submit to Matinee Scholars, Inc., and can produce said model releases upon request.
- 2.2 In the event that any Individual Portrayed in any Content that You Submit to Matinee Scholars, Inc. is a Minor, You represent and warrant that You have obtained parental/guardian consent for the Portrayal of that Minor in that Content in the form of a specific model release for that Minor.

Matinee Scholars, Inc. Website

TERMS OF USE

2.3 By choosing to Submit Content to Matinee Scholars, Inc., You represent and warrant that:

(a) You own any Content Submitted by You to, through or in connection with Matinee Scholars, Inc., or otherwise have the right to grant the license set forth in these Terms of Use, and

(b) the Submission of Your Content to, through or in connection with Matinee Scholars, Inc. does not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or entity.

III. GRANT AND RECIEPT OF LIMITED LICENSE

You understand that the Matinee Scholars, Inc. website is a web-based educational tool, and that by choosing to Submit Content to Matinee Scholars, Inc., You are making that Content available for other Users of the Matinee Scholars, Inc. website to use, solely for educational purposes.

A. MATINEE SCHOLARS, INC.'s USE OF CONTENT THAT YOU SUBMIT TO MATINEE SCHOLARS, INC.

3.1 Matinee Scholars, Inc. reserves the right to reject, refuse to Publish, or delete any Content from its website, for any reason.

3.2 Matinee Scholars, Inc. does not claim any ownership rights in the Content that You Submit to Matinee Scholars, Inc. You retain all rights that You have in Your Content, subject to the limited license herein.

3.3 By Submitting Content to Matinee Scholars, Inc., You hereby grant to Matinee Scholars, Inc. a limited license to use, copy, modify, translate, publicly perform, publicly display, and distribute such Content. The license You grant to Matinee Scholars, Inc. is non-exclusive, fully-paid and royalty-free, transferable, and worldwide. In addition, Matinee Scholars, Inc. may use Your Content to publicize its educational programs and goals, but this limited license does not grant Matinee Scholars, Inc. the right to use Your Content for commercial purposes.

3.4 In the event that Content You Submit to Matinee Scholars, Inc. is Published to the Matinee Scholars, Inc. website, You may request removal of that Content at any time. At the time of removal, Matinee Scholars, Inc. will cease distribution of that Content as soon as is practicable. When distribution ceases, the limited license granted to Matinee Scholars, Inc. will terminate.

B. YOUR USE OF CONTENT GENERATED BY MATINEE SCHOLARS, INC.

Matinee Scholars, Inc. Website

TERMS OF USE

3.5 The Matinee Scholars, Inc. website contains Content generated by Matinee Scholars, Inc. (hereinafter “Matinee Scholars, Inc. Content”). Matinee Scholars, Inc. Content is protected by copyright laws, and Matinee Scholars, Inc. owns and retains all rights in the Matinee Scholars, Inc. Content and the Matinee Scholars, Inc. website. Matinee Scholars, Inc. hereby grants You a limited, revocable, nontransferable license to use, copy, modify, translate, publicly perform, publicly display, and distribute the Matinee Scholars, Inc. Content. This limited license may be exercised by You solely for educational purposes in carrying out the mission of Matinee Scholars, Inc. and utilizing the Matinee Scholars, Inc. website. This limited license does not grant You the right to use Matinee Scholars, Inc. Content for commercial purposes.

C. YOUR USE OF CONTENT SUBMITTED BY OTHER USERS THAT IS PUBLISHED BY MATINEE SCHOLARS, INC.

3.6 The Matinee Scholars, Inc. website contains Content of other Matinee Scholars, Inc. website Users (hereinafter “Users’ Content”). Matinee Scholars, Inc. hereby grants You a limited, revocable, nontransferable license to use, copy, modify, translate, publicly perform, publicly display, and distribute the Users’ Content. This limited license may be exercised by You solely for educational purposes in carrying out the mission of Matinee Scholars, Inc. and utilizing the Matinee Scholars, Inc. website. This limited license does not grant You the right to use Users’ Content for commercial purposes.

D. OTHER USERS’ USE OF CONTENT SUBMITTED BY YOU THAT IS PUBLISHED BY MATINEE SCHOLARS, INC.

3.7 By choosing to Submit Content to Matinee Scholars, Inc., You acknowledge that other Users of the Matinee Scholars, Inc. website (who are not associated with Matinee Scholars, Inc.) may use, copy, modify, translate, publicly perform, publicly display, and distribute Your Content as it appears on or through the Matinee Scholars, Inc. website. This limited license may be exercised by other Users solely for educational purposes in carrying out the mission of Matinee Scholars, Inc. and utilizing the Matinee Scholars, Inc. website. This limited license does not grant other Users the right to use Your Content for commercial purposes.

3.8 By choosing to Submit Content to Matinee Scholars, Inc., You acknowledge that any use that has been made of Your Content by other Users by virtue of their limited license granted to Users by Matinee Scholars, Inc. is in no way under the control of Matinee Scholars, Inc. Therefore, even if Your Content has been removed from the Matinee Scholars, Inc. website (whether that removal occurred at Your request or otherwise), other Users may continue indefinitely to exercise their limited license with respect to Your previously Published Content as it appeared on the Matinee Scholars, Inc. website.

IV. INDEMNITY

4.1 You are solely responsible for the Content that You Submit to, through or in connection with the Matinee Scholars, Inc. program. Matinee Scholars, Inc. assumes no

Matinee Scholars, Inc. Website

TERMS OF USE

responsibility or liability for any Content Submitted to Matinee Scholars, Inc., regardless of whether said Content is ever Published to the Matinee Scholars, Inc. website.

4.2 You agree to defend, indemnify and hold harmless Matinee Scholars, Inc., its subsidiaries, directors, officers, 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:

(a) your Use of the Matinee Scholars, Inc. website;

(b) your violation of any term of these Terms of Use;

(c) your violation of any third party right, including without limitation any copyright, trademark, property, or privacy right; or

(d) 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 Matinee Scholars Inc. website.

V. DISCLAIMERS

A. GENERAL

5.1 Matinee Scholars, Inc. reserves the right to discontinue any aspect of the Matinee Scholars, Inc. website for any reason, at any time.

B. CONTENT GENERATED BY MATINEE SCHOLARS, INC., OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS

5.2 The Substance, design and all other aspects of the Matinee Scholars, Inc. program are the accumulation of an entirely original creative project. Any similarities in the Substance, design or any other aspect of the Matinee Scholars, Inc. program to the Substance, design or any other aspect of any other program, previously existing, currently existing, or to be brought into existence in the future, are purely coincidental.

5.3 Unless explicitly stated otherwise, all creative projects produced by Matinee Scholars, Inc. shall be presumed to be entirely works of fiction. Any similarities in the characters, settings, and all other Substance of such fictional creative projects with real persons, living or dead, real settings, and all other instances occurring in reality, are purely coincidental.

5.4 You acknowledge that any similarity between the Substance of any Content You choose to Submit to Matinee Scholars, Inc. and the Substance of any creative projects produced in the future by persons associated with Matinee Scholars, Inc. is purely coincidental. You agree that Matinee Scholars, Inc. shall not be liable to You for any damages

Matinee Scholars, Inc. Website

TERMS OF USE

whatsoever resulting from any creative projects produced in the future by persons associated with Matinee Scholars, Inc.

C. CONTENT SUBMITTED BY USERS TO MATINEE SCHOLARS, INC.

5.5 In no event shall Matinee Scholars, Inc., or any persons associated with Matinee Scholars, Inc., be liable to You for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, lost profit damages, arising from Your participation in the Matinee Scholars, Inc. program or Use of the Matinee Scholars, Inc. website.

5.6 Inclusion of any Content on the Matinee Scholars, Inc. website does not imply approval or endorsement of said Content by Matinee Scholars, Inc.

C. LIMITATION OF LIABILITY

5.7 Matinee Scholars, Inc. assumes no responsibility for any Individual(s) injured or property damaged resulting from any Individual's participation in the Matinee Scholars, Inc. program, any use of Matinee Scholars, Inc. Content, or any use of Users' Content.

5.8 Matinee Scholars, Inc. assumes no responsibility for any error, omission, interruption, deletion, defect, delay in transmission, theft or destruction or unauthorized access to, or alteration of, any Content Submitted to Matinee Scholars, Inc. Matinee Scholars, Inc. is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, or computer equipment, software, due to technical problems of the Matinee Scholars, Inc. website, including, without limitation, any injury or damage to any person or to any person's computer related to or resulting from participation or downloading Content in connection with the Matinee Scholars Inc. website.

VI. ABILITY TO ACCEPT THESE TERMS OF USE

6.1 You affirm that you are either of the age of majority, 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 Use, and to abide by and comply with these Terms of Use.

VII. ACCEPTANCE OF THESE TERMS OF USE

7.1 You agree that:

(a) the Matinee Scholars, Inc. website shall be deemed solely based in North Carolina; and

(b) the North Carolina-based activities of Matinee Scholars, Inc. through the Matinee Scholars, Inc. website shall not be deemed to give rise to personal jurisdiction over

Matinee Scholars, Inc. Website

TERMS OF USE

Matinee Scholars, Inc., either specific or general, in jurisdictions other than North Carolina.

These Terms of Use shall be governed by the internal substantive laws of the State of North Carolina, without respect to its conflict of laws principles. Any claim or dispute between You and Matinee Scholars, Inc. that arises in whole or in part from Your Use of the Matinee Scholars, Inc. website shall be decided exclusively by a court of competent jurisdiction located in Orange County, North Carolina.

- 7.2** The above Terms of Use are accepted upon Your Use of the Matinee Scholars, Inc. website. Your Use of the Matinee Scholars, Inc. website will always be subject to these Terms of Use. Your Use of certain Matinee Scholars, Inc. services may require You to accept additional terms and conditions applicable to such certain Matinee Scholars, Inc. services, in addition to these Terms of Use, and may require You to download Content. The failure of Matinee Scholars, Inc. to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use is unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.