

## Terms of Use

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### Registration

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or YouTube has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, YouTube has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

You will create a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify YouTube of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. YouTube will not be responsible or liable for any loss or damage arising from or in connection with your failure to comply with this requirement.

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### **User conduct and submissions**

While we are looking forward to receiving your materials when we specifically ask for them, it is our company policy not to accept or consider content, information, ideas, suggestions or other materials ("Submitted Materials") other than those we have specifically requested and then subject to any specific terms, conditions and requirements that may apply thereto. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, you agree that any communication or Submitted Material you do transmit to us by electronic mail or otherwise will be treated as non-confidential and non-proprietary. YouTube does not claim ownership of any communication or material you submit or make available for the Site and you are entirely responsible for everything you upload, post, email or otherwise make available on the Site; provided, however, that by uploading, posting, emailing or otherwise making available any communications or Submitted Material on the Site, you hereby irrevocably grant YouTube a worldwide, perpetual, royalty-free, fully paid, non-exclusive, restriction free license to distribute, reproduce, copy, record, modify, add to, combine with other materials, remove, adapt, publicly perform, publicly display, sublicense, freely assign, create derivative works from and otherwise use and exploit any of same, or any part thereof, in any medium now known or hereinafter known, in any language and by any means or manners now or hereafter developed. You also agree that YouTube may disclose any of same, or any part thereof, to any third party for any reason, including without limitation, if disclosure is required or is reasonably necessary to comply with the law or any legal process, or any law enforcement request, to enforce YouTube's rights, to analyze or respond to third party claims or generally protect YouTube and its users. Furthermore, YouTube is free to use any ideas, concepts, know-how or techniques contained in any communication or Submitted Material you submit to us for any purpose, at any time, and without any remuneration or obligation to you. Any modification of this Submission policy must be in writing and signed by an authorized YouTube signatory. The rights granted by you hereunder may not be terminated, revoked or rescinded and are not subject to any reversion. YouTube has no obligations to post or otherwise make use of any Submitted Materials.

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### **Indemnity**

You irrevocably agree to indemnify and hold YouTube and the Released Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party, arising out of or in connection with, the Submitted Materials you submit, post to or transmit to the Site, your use of the Site, your connection to the Site, your violation of these Terms of Use or your violation of any rights of another party.

### **Equipment**

You agree to be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site, and you shall be responsible for all charges related thereto.

A Special Note about Children, Children's Privacy and Our Compliance with the Children's Online Privacy Protection Act

In compliance with the Children's Online Privacy Protection Act (COPPA), we are a general audience site and do not intend to collect any PII from children under 13 years of age, unless we believe such collection to be permitted by law. Our Site targets an audience that is over the age of 18 and some content may not be appropriate for all ages. Parental supervision is recommended. If you are the parent or guardian of a child under 13 and believe that he or she has disclosed PII to us, please contact us at [privacy@YouTube.tv](mailto:privacy@YouTube.tv). Upon request, the parent or guardian of a child under 13 may review and request the deletion of such child's PII, as well as refuse to permit the further collection or use of such PII.

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These Terms of Use and the relationship between you and YouTube shall be governed by, construed and enforced in accordance with the laws of the State of California and the USA, as it is applied to agreements entered into and to be performed entirely within California and without regard to any principles of conflicts of laws. You agree that any legal lawsuit or other action brought by YouTube, you or any third party to enforce this agreement, or in connection with any matters related to this Site, shall be subject only to the jurisdiction of either the state or federal courts located in the county of San Francisco, California. You and YouTube agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the county of San Francisco, California. You irrevocably agree that any and all disputes, claims and causes of action you may have in connection with or related to YouTube or their site will be resolved individually, without resort to any form of class action.

### **Severability**

If any provision of these Terms of Use or the Privacy Policy are found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the remainder, which will remain in force; the parties agree that the court should endeavor to give the fullest possible effect to the parties' intentions as reflected in the provision and shall not affect the validity and enforceability of any remaining provisions.

### **Waiver**

Any delay or failure on the part of YouTube to exercise or enforce any rights under these Terms of Use to which it may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief.

## **Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action, arising out of or related to, use of the Site or these Terms of Use must be filed in a court of applicable jurisdiction within one (1) year after such claim or cause of action arose or be forever barred.

## **Entire Agreement; Modification and Termination**

YouTube reserves the exclusive right to modify, withdraw, suspend or discontinue, temporarily or permanently, at any time and from time to time any materials, information or content available on the Site and any functionality or features in or on the Site, including the cessation of all activities associated with the Site, with or without notice. You agree that YouTube shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

YouTube may, in its sole discretion, terminate your use of the Site for any reason, including, without limitation, if YouTube believes that you: (1) have breached these Terms of Use or otherwise acted inappropriately; (2) infringed the intellectual property right of a third party; (3) provided any information that YouTube is unable to verify or authenticate; (4) uploaded or transmitted unauthorized Submitted Materials to the Site; or (5) violated or acted inconsistently with the letter or spirit of these Terms of Use. You agree that any termination of your access to the Site may be effected without prior notice to you.

YouTube reserves the right to change or modify these Terms of Use at any time. These Terms of Use shall not be modified except in writing, as posted on this Site by YouTube. Any change or modification made by YouTube will be effective immediately upon posting on the Site and your continued use of the Site means that you have agreed to accept any changes or modifications made by YouTube. You should therefore periodically visit this page to review the most recent Terms of Use.

## **Effective Date**

Last Revised: April 24, 2005