

[SIGN UP HERE >>](#)[Help](#)[HOME](#)[FAVORITES](#)[MESSAGES](#)[VIDEOS](#)[MY PROFILE](#)Screen Name: Password:

Terms of Use

YouTube, LLC ("YouTube"). YouTube provides you access to the YouTube web site and the information and other materials available on and through the Site, subject to your compliance with the terms and conditions set forth below ("Terms of Use"). Your access to and use of the Site is subject to the following terms and conditions and all applicable laws. By accessing and browsing our Site, you accept, without limitation or qualification, these terms and conditions. If you do not agree to them, please DO NOT USE THIS SITE. Your continued use of our Site evidences your agreement to be bound by each of the Terms of Use and our Privacy Policy and constitutes a legally binding contract between you and YouTube. YouTube respects the privacy concerns of our website users and future viewers. For information concerning the collection and use of information by YouTube, please refer to our Privacy Policy.

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.

YouTube's Intellectual Property Rights and Limited License

All text, graphics, multimedia content or other material that you see or read on this website and all related code (the "Materials") is owned or being used with permission by YouTube, and may not be used except as provided in these Terms of Use. You may download one copy of the Materials on any single computer for your personal, noncommercial use, provided you keep intact any copyright and other proprietary notices on the Materials and do not modify the Materials in any way. You may not modify, reuse, re-post, or use the Materials for public or commercial purposes, without YouTube's written permission. Without limiting the foregoing, you agree not to use the Materials for any other use or purpose. You further agree that you will not, and will not attempt to, copy or distribute the Materials, in whole or in part, to any other party unless specifically permitted by YouTube or otherwise violate the single computer, non-commercial, non-transferable, non-exclusive, limited license, revocable at YouTube's discretion, granted hereunder.

Copyright and Trademarks

The content of the Site includes copyrighted materials, trademarks and other proprietary information, which may include, without limitation, text, software, photos, video, audiovisual recordings, graphics, music and sound. The entire contents of the Site are copyrighted under the United States copyright laws and/or similar laws of other jurisdictions. Without limitation, YouTube owns a copyright in the selection, coordination, arrangement and enhancement of such Materials, as well as in the content original to YouTube. Third-party content providers own the copyright in content that is original to them. "YouTube", the "YouTube logo", as well as other marks that may appear on the Site ("Marks"), are the service and trademarks of YouTube. All other trademarks, service marks and logos used on this Site, with or without attribution, are the trademarks, service marks or logos of their respective owners. Without YouTube's written permission, you agree not to display or use, in any manner, the Marks. In addition, elements of the Site are protected by trade dress and other federal and state intellectual property laws and may not be copied, reproduced, downloaded or distributed in any way, in whole or in part, without the written permission of YouTube.

Links and Other Sites

This Site contains links to pages on other sites, and those sites may offer products, services or other resources. Because YouTube has no control over such sites and resources, you acknowledge and agree that YouTube has no responsibility for the accuracy of information provided by or availability via other sites. Links to external sites do not constitute an endorsement by YouTube of the sponsors of such sites or the content, products, advertising or other materials presented on those sites. YouTube does not author, edit or monitor these pages or links. You further acknowledge and agree that YouTube is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on these other sites or resources.

YouTube hereby grants you a non-exclusive, limited license, revocable at YouTube's discretion, for you to link to YouTube's home page from any site you own or control that is not commercially competitive to YouTube and does not criticize or otherwise injure YouTube, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in anyway, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material. Such a link is not an endorsement of such other site(s) by YouTube. All of YouTube's rights and remedies are expressly reserved.

Infringement Complaints - Digital Millennium Copyright Act Notice

YouTube respects others' intellectual property rights and has made every effort to secure appropriate clearances for all proprietary intellectual properties that YouTube directly makes available on the Site and we ask our users to do the same. YouTube may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who it suspects to be infringers. If you believe any material on the Site, either posted by YouTube, our users or any other party, is

infringing, please contact YouTube at the address below. Pursuant to the Digital Millennium Copyright Act, YouTube has a designated agent to receive copyright infringement claims.

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.

You may not post, upload or transmit to the Site, or to the YouTube servers, any communications, text, graphics or other information or Materials that: (1) is unlawful, obscene, fraudulent, indecent or that defames, abuses, harasses, or threatens others, or is hateful, or racially, ethnically or otherwise objectionable; (2) contains any software viruses, Trojan horses, worms, bombs, 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 or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (3) advocates or encourages any illegal activity; (4) infringes on the copyright, patent, trademark, trade secret, right of publicity or other intellectual property, proprietary, contracted, personal or other right of any third party; (5) violates the privacy of individuals, including other users of the Site; or (6) violates any applicable local, state, national or international law. You agree not to use bots, spiders or intelligent agent software (or other methods) for any purpose other than accessing publicly posted portions of the Site and then only for the purposes consistent with the limited license hereunder and these Terms of Use. You agree not to, or attempt to, circumvent any access or use restrictions, data encryption or content protection related to the Site; not to data mine the Site and not to in any way cause harm to or burden the Site. You agree that you will not post on or transmit through the Site any advertising or commercial solicitation of any kind whatsoever, including, without limitation, via e-mail or chat, without YouTube's express prior written approval and, if then, solely in accordance with the terms and conditions imposed by YouTube with respect thereto. You further agree not to use the Site, or any element or portion thereof (including, without limitation, e-mail addresses of users), for any commercial purpose whatsoever.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITE IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, YOUTUBE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE AND ANY SITE-RELATED MATERIALS.

IN ADDITION, YOUTUBE DOES NOT WARRANT THAT THE FUNCTIONS ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. UNDER NO CIRCUMSTANCES WILL YOUTUBE BE LIABLE IN ANY WAY FOR ANY MATERIAL, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIAL POSTED, EMAILED OR OTHERWISE TRANSMITTED VIA THE SITE. IF YOU FIND ANY MATERIAL ON THE SITE OBJECTIONABLE, DO NOT USE THE SITE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL YOUTUBE, ITS PARENT, AFFILIATES OR SUBSIDIARIES, THEIR SPONSORS, CONTRACTORS, ADVERTISERS, VENDORS OR OTHER PARTNERS, ANY OF THEIR SUCCESSORS, ASSIGNS OR LICENSEES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES (COLLECTIVELY "RELEASED PARTIES") BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE USE OR THE INABILITY TO USE THE SITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE MATERIALS AVAILABLE ON THE SITE, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR IN CONNECTION WITH THE SITE OR ANY OTHER MATTER RELATING TO THE SITE INFORMATION CONTAINED WITHIN THE SITE, EVEN IF ANY OF THESE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED MATERIALS IS TO STOP USING THE SITE. YOU AGREE THAT THIS LIMITATION OF LIABILITY AND RELEASE IS MADE WITHOUT THE KNOWING INTENT OF RELEASING ALL KNOWN AND UNKNOWN CURRENT AND FUTURE CLAIMS AND WITH THE INTENT OF WAIVING ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 OR OTHER LAWS REQUIRING SIMILAR WAIVERS TO BE KNOWINGLY MADE.

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. 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.

Distribution limitations and territorial restrictions

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject YouTube to any registration requirement within such jurisdiction or country. This Site is controlled and operated by YouTube from its offices within the State of California, U.S.A. and YouTube makes no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and risk and are responsible for compliance with local laws regarding online conduct and acceptable content, if and to the extent local laws are applicable. Use of or access to the Site shall not be construed as the purposeful availment of the benefits or privilege of doing business in any state other than the State of California by YouTube.

Software related to or made available by this Site may be subject to United States export controls. Thus, no software from this Site may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to this Site, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods.

Choice of law and forum selection

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

