

Terms and Conditions

Effective Date: November 28, 2024

1. Acceptance of Terms

Welcome to Filmy AI (the "Company," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our website, [Website Address] (the "Site"), and our services (the "Services"). By accessing or using the Site and Services, you ("you" or "User") agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Site or use the Services.

2. Description of Services

The Company provides a platform to connect talent with opportunities in the film industry. The Services may include, but are not limited to:

- **Creating user profiles:** Users can create profiles to showcase their skills, experience, and portfolio.
- **Posting and searching for jobs:** Users can post and search for job opportunities in the film industry.
- **Connecting with other professionals:** Users can connect with other professionals in the film industry.
- **Accessing resources and information:** Users may have access to resources and information related to the film industry.

3. User Accounts

- **Account Creation:** To access certain features of the Services, you may be required to create an account. You must provide accurate and complete information when creating your² account and keep your account information updated.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify us of any unauthorized⁵ access to or use of your account.
- **Account Eligibility:** You must be at least 18 years old to create an account and use the Services. By creating an account, you represent and warrant that you are eligible to use the Services.

4. User Content

- **User Responsibility:** You are solely responsible for any content you post, upload, or submit to the Site or through the Services ("User Content"). You represent and warrant that you have all necessary rights to submit to the User Content and that it does not violate any third-party rights.
- **Content Restrictions:** You agree not to post, upload, or submit any User Content that is:
 - Illegal, harmful, threatening, abusive, harassing, defamatory, obscene, vulgar, or otherwise objectionable.

- Infringing upon the intellectual property rights of others.
- Spam, chain letters, or pyramid schemes.
- Viruses, malware, or other harmful code.
- **Content Monitoring:** We reserve the right, but have no obligation, to monitor User Content and to remove or disable access to any User Content that violates these Terms or that we deem objectionable.

5. Prohibited Activities

You agree not to:

- **Use the Services for any illegal purpose.**
- **Impersonate any person or entity.**
- **Interfere with or disrupt the Site or Services.**
- **Attempt to gain unauthorized access to the Site or Services.**
- **Collect or harvest any personal information from other users.**
- **Use any automated means to access the Site or Services.**
- **Violate any applicable laws or regulations.**

6. Intellectual Property

- **Ownership:** The Site and Services, including all content, features, and functionality, are owned by the Company and are protected by copyright, trademark, and other intellectual property⁷ laws.
- **Limited License:** We grant you a limited, non-exclusive, non-transferable license to access and use the Site and Services for your personal, non-commercial use.
- **Restrictions:** You may not reproduce, distribute, modify, create derivative works of, publicly display, or perform the Site or Services, or any part thereof, without our prior written consent.

7. Disclaimer of Warranties

- **As-Is Basis:** The Site and Services are provided "as is" and without warranties of any kind, express or implied.
- **No Guarantees:** We do not warrant that the Site or Services will be uninterrupted, error-free, or secure. We do not guarantee the accuracy, completeness, or timeliness of any content on the Site or Services.
- **No Liability:** We will not be liable for any damages of any kind arising from the use of the Site or Services, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

8. Limitation of Liability

- **Indirect Damages:** In no event will the Company be liable for any indirect, incidental, special, consequential, or punitive damage arising out of or related to these Terms or your use of the¹¹ Site or Services, even if the Company has been advised of the possibility of such damages.
- **Total Liability:** The Company's total cumulative liability arising out of or related to these Terms, or your use of the Site or Services will not exceed the greater of (a) the amount you have paid to the Company for the Services in the past twelve (12) months, or (b) one hundred US dollars (\$100).

9. Indemnification

You agree to indemnify and hold harmless the Company, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating¹³ to your use of the Site or Services, your User Content, or your breach of these Terms.

10. Termination

- **Termination by Company:** We may terminate your access to the Site or Services at any time, with or without cause, with or without notice.
- **Termination by User:** You may terminate your account at any time by contacting us.
- **Effect of Termination:** Upon termination, your right to use the Site and Services will immediately cease.

11. Governing Law and Dispute Resolution

- **Governing Law:** These Terms will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.
- **Dispute Resolution:** Any dispute arising out of or relating to these Terms or your use of the Site or Services will be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will be held in New York City, New York.

12. Entire Agreement

These Terms constitute the entire agreement between you and the Company relating to the Site and Services and supersede all prior or contemporaneous communications and proposals, whether oral or written.

13. Severability

If any provision of these Terms is invalid or unenforceable, that provision will be struck from these Terms and the remaining provisions will remain in full force and effect.

14. Waiver

No waiver of any provision of these Terms will be effective unless in writing and signed by the Company.

15. Changes to These Terms

We may update these Terms from time to time. We will post any changes on the Site and notify you as required by law.

16. Contact Us

If you have any questions about these Terms, please contact us at [Contact Information].