**TERMS OF USE ("Terms of Use")**

Ok, this is the important legal document that you really do need to take a look at. It's all about how you can and cannot use Movie Dreamz and its services; who owns what and what licenses you are providing Movie Dreamz when you post content; and who is accountable, responsible and liable for actions on the site. We know, we know, "blah, blah, blah...". However, please take a few moments and familiarize yourself with these Terms, use the Site and its Services according to these Terms, be cool and the world (of Movie Dreamz, at least) will be a better place.

**Welcome**

Welcome to Movie Dreamz!

Movie Dreamz (the "Site") is provided to you for your personal entertainment, information, education, and communication through our featured content and interactive functionality available via the Internet (the "Movie Dreamz Services").

Please read the Terms of Use carefully. The Terms of Use include our policy for acceptable use of the Movie Dreamz Services and content, as well as your rights, obligations and restrictions regarding your use of the Movie Dreamz Services. We grant you a limited, revocable, non-exclusive license to access the Movie Dreamz Services for your own personal use, subject to the Terms of Use. Use of the Movie Dreamz Services beyond the scope of authorized access granted to you terminates this permission.

By accessing the Movie Dreamz Services, you accept, without limitation or qualification, the following Terms of Use, our Privacy Policy, found [here](http://www.internetbrands.com/ib/privacy/employment-portfolio?site=www.modelmayhem.com), and our existing Movie Dreamz Rules (the "Rules"), found [here](https://secure.modelmayhem.com/help/rules), which are incorporated by this reference. You are only authorized to use the Movie Dreamz Services if you agree to abide by the Terms of Use and all applicable laws. If you do NOT accept the Terms of Use, Privacy Policy and the Rules, then please discontinue your use of the Site and the Movie Dreamz Services.

We may modify the Terms of Use from time to time and each modification will be effective upon posting on the Site, which serves as notice to you. The Terms of Use constitute the entire agreement regarding your use of the Site or the Movie Dreamz Services and supersede any such prior Terms of Use. We will attempt to notify all members of changes to these Terms of Use but are not obligated to do so, as it is important that you review the Terms of Use regularly to ensure you are updated as to any changes made. When changes are made, we will indicate at the bottom of this page the date that revisions were made.

**Content on the Site**

You understand that all information, data, text, sound, photographs, graphics, video, messages, software, tags, advertisements or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Movie Dreamz, are entirely responsible for all Content that you upload, post, transmit or otherwise make available through the Movie Dreamz Services. We do not control the Content posted through the Movie Dreamz Services and, as such, we do not guarantee the accuracy, integrity or quality of such Content and disclaim any and all liability in connection with such Content. The opinions expressed in postings or other Content provided through the Movie Dreamz Services are not necessarily those of Movie Dreamz or its owner, content providers, advertisers, sponsors, affiliated or related entities. You understand that by using the Movie Dreamz Services you may be exposed to Content that is offensive, indecent or objectionable. You understand that we are not obligated to pre-screen, regularly review, monitor, delete or otherwise change the Content associated with the Movie Dreamz Services. We do, however, reserve the right to do so at any time in our sole discretion, for any reason or no reason, and to delete any Content with or without notice. Under no circumstances will we be liable in any way for any Content, 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 Content posted, emailed, transmitted or otherwise made available through the Movie Dreamz Services.

**Responsibility for Your Content (Member Content)**

You are solely responsible for the Content you submit or make available for inclusion through the Movie Dreamz Services ("Member Content") and the consequences of posting or publishing it. In connection with Member Content, you represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use and authorize Movie Dreamz to use all trademark, copyright or other proprietary rights in and to any and all Member Content to enable inclusion and use of the Member Content in the manner intended by the Movie Dreamz Services and the Terms of Use; you agree that you will not submit Member Content that violates these Terms of Use.

Because Movie Dreamz does not permit infringement of intellectual property rights through the Movie Dreamz Services, we will remove all Member Content if properly notified that such Site Content or Member Content infringes on another's intellectual property rights and at our sole discretion.

Movie Dreamz does not endorse any Member Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with Member Content. You agree that you will not submit Member Content that violates the Rules, found [here](https://secure.modelmayhem.com/help/rules), or material contrary to applicable local, national, and international laws and regulations.

**Member Content: Ownership & Licenses**

We do not claim ownership rights over your Member Content. However, you grant us the following worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display Member Content through the Movie Dreamz Services, solely for the purpose for which such Member Content was submitted or made available. This limited license exists only for so long as you elect to include Member Content through the Movie Dreamz Services and it will terminate at the time you remove or we remove such Member Content from the Movie Dreamz Services. You grant each user of the Movie Dreamz Services a non-exclusive license to access your Member Content through the Movie Dreamz Services, and to use, reproduce, distribute, display and perform such Member Content as permitted through the functionality of the Movie Dreamz Services and under these Terms of Use.

Notwithstanding the foregoing, you understand and agree that once Member Content is incorporated into other aspects of the Movie Dreamz Services by Movie Dreamz and/or its members, Movie Dreamz is under no obligation to delete or ask or require other Movie Dreamz members to delete that Member Content, and therefore, it may continue to appear and be used through the Movie Dreamz Services indefinitely pursuant to an irrevocable, worldwide, royalty-free license. You understand and agree that we may retain, but will not display, distribute, or perform, server copies of Member Content that have been removed or deleted.

**Permitted Use of Content**

The content associated with the Movie Dreamz Services, including without limitation, the text, software, scripts, graphics, photographs, sounds, music, videos, visual interface, design, computer code, interactive features and the like ("Site Content") and the trademarks, service marks, trade names and logos contained therein, *except all Member Content*, are owned by or licensed to Movie Dreamz, subject to copyright and other intellectual property rights under the law. Except as expressly and unambiguously provided herein, Movie Dreamz does not grant you any express or implied rights, and all rights in and to the Movie Dreamz Services and the Site Content are retained by Movie Dreamz.

You may access Member Content for your information and personal, non-commercial use solely as intended through the provided functionality of the Movie Dreamz Services. Member Content and Site Content are provided to you "AS IS" and "AS AVAILABLE" for your information and personal, non-commercial use only, to be used solely as intended through the provided functionality of the Movie Dreamz Services and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners, and it may not be used as prohibited under the Terms of Use.

**Copyright Infringement Policy**

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we have adopted a policy of disabling or terminating, in appropriate circumstances and at our sole discretion, the account of any Movie Dreamz member who infringes the intellectual property rights of you, us, or any third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify us by following our DMCA notification procedure, found [here.](https://secure.modelmayhem.com/help/dmca)

**Member Accounts**

In order to participate in the Movie Dreamz Services, you must create an account and become a Movie Dreamz member. All members will receive a password and are responsible for maintaining confidentiality of such password. Each member's right to use the Movie Dreamz Services is personal to the member and members are entirely responsible for any and all activities which occur under their account whether authorized or not authorized. You agree to notify Movie Dreamz of any unauthorized use of your account or any other breach of security known or that should be known to you. You acknowledge and agree that you are solely responsible for your interaction with other members of the Site, and that we have no obligation to monitor or resolve disputes between members of the Site.

**Member Conduct**

You may not use the Movie Dreamz Services for any purpose that is unlawful or prohibited by the Terms of Use and/or any applicable additional terms, including the Rules, found [here](https://secure.modelmayhem.com/help/rules). Your access to the Movie Dreamz Services may be terminated immediately, in our sole discretion, with or without notice, if you fail to comply with any provision of the Terms of Use and/or additional terms, including the Rules, or for any other reason, or no reason. You expressly agree not to:

* Act as an agent, affiliate or representative of the Movie Dreamz Services and utilize the Movie Dreamz Services or Member Content or Site Content for any commercial purpose other than for which the Movie Dreamz Services is intended without our express written permission,
* Access, monitor or copy any content or information of the Movie Dreamz Services using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission,
* Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionate burden on our infrastructure, or
* "Frame," "mirror" or otherwise incorporate any part of the Movie Dreamz Services into any other website without our prior written permission.

You agree not to use the Movie Dreamz Services for any commercial use, without the prior written authorization of Movie Dreamz. Prohibited commercial uses include any of the following actions taken without our express approval:

* Sale of access to the Movie Dreamz Services on another website,
* Use of the Movie Dreamz Services for the primary purpose of gaining advertising or subscription revenue,
* Sale of advertising on the Movie Dreamz Services or any third-party website, targeted specific Member Content or Site Content, and
* Use of the Movie Dreamz Services that we find, in our sole discretion, to use our resources or Member Content with the effect of competing with or displacing the market for the Movie Dreamz Services, Site Content, or Member Content.

**Unauthorized commercial uses do not include uploading Member Content to the Movie Dreamz Services to promote your business or artistic enterprise**, or any use that Movie Dreamz expressly authorizes in writing.

In addition, the following behaviors or activities are strictly prohibited when using the Movie Dreamz Services by any member or Movie Dreamz Services user:

* Strong, vulgar, obscene or otherwise harmful language,
* Racially, ethnically or otherwise, objectionable language,
* Harassing, intimidating, stalking or threatening other Movie Dreamz members,
* Libelous, defamatory or otherwise tortious language,
* Online vandalism,
* Impersonation of another person,
* Posting, distributing, transmitting or promoting illegal Content,
* Invasion of another's privacy,
* Actions that are hurtful to minors,
* Posting, providing, transmitting or otherwise making available any materials or information infringing on the rights of a third party,
* Posting, providing, transmitting or otherwise making available any junk mail or spam, and
* Posting, uploading, emailing or otherwise transmitting any material that contains any malicious computer code, or reverse engineering or hacking any materials associated with the Movie Dreamz Services.

We maintain a policy of cooperation with any law enforcement authorities or court order requesting or directing Movie Dreamz to disclose the identity of anyone posting any such information or materials. We have the right, but not an obligation, to strictly enforce the Terms of Use through self-help, moderation, active investigation, litigation and prosecution.

If you produce content that is covered under 18 U.S.C. §2257 labeling requirements, you may be subject to the name- and age-verification, record keeping, and labeling requirements of 18 U.S.C. §2257. You can find more information on 18 U.S.C. §2257 and compliance [here.](http://www.justice.gov/criminal/ceos/subjectareas/2257certifications.html)

**Termination of Service**

You agree that Movie Dreamz, in its sole discretion, has the right, but not the obligation, to delete or deactivate your member account, block your IP address, or otherwise terminate your access to or use of the Movie Dreamz Services, or any part thereof, immediately and without notice, and remove and delete any Member Content on the Movie Dreamz Services, for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. Further, you agree that Movie Dreamz will not be liable to you or any third party for any termination of your access to the Movie Dreamz Services. Further, you agree not to attempt to use the Movie Dreamz Services after your member account has been terminated.

You agree that if you are dissatisfied with the Movie Dreamz Services, if you do not agree with any part of the Terms of Use, or if you have any other dispute or claim with or against us with respect to the Terms of Use or the Movie Dreamz Services, your sole and exclusive remedy is to discontinue using the Movie Dreamz Services.

**Membership Fees / Refund Policy**

Movie Dreamz members may have profiles either at a "basic" level (free) or may sign up for a paid membership. Movie Dreamz charges membership fees for each paid membership account. Paid membership account fees are automatically renewed according to the member's selected renewal options, unless deactivated by the subscribing member. Movie Dreamz will automatically charge the membership fee to your designated payment method and you authorize us to charge such payment method for the appropriate membership fees and amounts stated. Movie Dreamz reserves the right to increase membership fees or to institute new fees at any time upon reasonable notice (a minimum of 30 days) posted in advance on the Site. The act of paying fees does not exclude you from the Terms of Use or the Rules, which must be adhered to by all members.

Membership fees are charged up-front. Movie Dreamz does not provide refunds or credits for any membership fees. Downgrades to a less expensive membership or cancellation of any membership or termination of any membership will not result in any refund or credit of fees already paid. The cancellation or downgrade of a membership will go into effect at the end of the then-current billing cycle. We may offer other paid services or features associated with the Movie Dreamz Services, subject to specified terms and conditions, which are incorporated by this reference.

**Links**

The Movie Dreamz Services may provide links to other websites or resources. Because we have no control over such websites and resources, you acknowledge and agree that Movie Dreamz is not responsible for the availability of such external websites and resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such websites or resources. You further acknowledge and agree that we will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or reliance on any such content, goods or services available on or through any such website or resource.

**Children Online Protection Act Notification**

We hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at ParentalSoftware.org's website,[http://www.parentalsoftware.org.](http://www.parentalsoftware.org/).

**Indemnity**

You agree to defend, indemnify and hold Movie Dreamz, our owner, and each of its subsidiaries, affiliates, directors, officers, agents, vendors or other partners, employees and Movie Dreamz moderators harmless from any claim or demand, including attorneys' fees and costs, made by any third party due to or arising out of any Content, material or information posted, provided, transmitted or otherwise made available by you on or through the Movie Dreamz Services, by your violation of the Terms of Use, or by your violation of any third party right, including without limitation any copyright, property, or privacy right.

**Trademark Information**

Movie Dreamz is a registered trademark and logo. You agree that all Movie Dreamz's trademarks, including Movie Dreamz trade names, service marks, logos and service names are trademarks and the property of Movie Dreamz. Without our prior permission, you agree not to display or use in any manner any Movie Dreamz mark. All trademarks included in the Movie Dreamz Services not owned by Movie Dreamz are the property of their respective owners. Nothing contained on the Movie Dreamz Services may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark.

**Disclaimer of Warranties / Limitation of Liability**

You understand and agree that the Movie Dreamz Services are provided "AS-IS" or "AS AVAILABLE," and that we assume no responsibility for your ability to (or any costs or fees associated with your ability to) obtain access to the Movie Dreamz Services, nor do we assume any liability for the failure to store or maintain any user communications or personal settings.

No advice or information, whether oral or written, obtained by you from the Movie Dreamz Services shall create any warranty not expressly stated in these Terms of Use. In no event shall Movie Dreamz or its owner, or affiliates, be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages, loss of or damage to reputation or loss of information, arising from your use of the Movie Dreamz Services even if we have been advised of the possibility of such damages.

Some jurisdictions do not allow the disclaimer, exclusion or limitation of incidental or consequential damages, so the foregoing disclaimer, exclusion and limitation may not apply to you, and you may have other legal rights that vary according to jurisdiction. In no event will damages provided by law, if any, apply unless they are required to apply by law, notwithstanding their exclusion by contract.

We disclaim all liability for any loss or damage arising out of your communications or dealings with any of the businesses, advertisers, Movie Dreamz members or users of the Movie Dreamz Services. Your communications or dealings with such businesses, advertisers, members and users are solely between you and them, although we reserve the right to monitor disputes between you and them.

Our maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action, shall at all times be limited to the greater of (A) the amount paid, if any, by you to us in connection with the Movie Dreamz Services in the 12 months prior to the action giving rise to the liability, or (B) US$100.00. You and Movie Dreamz agree that any cause of action arising out of or related to the Movie Dreamz Services must commence within one (1) year after the cause of action accrues, otherwise, such cause of action is permanently barred.

If you promote a contest, sweepstakes or giveaway on Movie Dreamz without our express, advanced approval, you do so at your risk and you assume all risk and liability; you further agree to hold Movie Dreamz harmless from any claim, demand or damages.

**General**

If there is any claim or dispute about or involving the Movie Dreamz Services, you agree that the claim or dispute will be governed by the laws of the State of Telangana, India , without regard to conflict of law provisions. You agree to and hereby submit to exclusive personal jurisdiction and venue in the state and courts located in Hyderabad, , respectively, with respect to any such matters, and you agree to waive any and all objections to jurisdiction and to venue. The Movie Dreamz Services are controlled and offered by Movie Dreamz in the India and we make no representation that materials associated with the Movie Dreamz Services are appropriate or available for use in other locations, and accessing them from jurisdictions where the content is illegal is prohibited. Those who choose to use or access the Movie Dreamz Services from other jurisdictions do so at their own initiative and are responsible for compliance with local laws.

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into these terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms of Use, and to abide by and comply with the Terms of Use. In any case, you affirm that you are over the age of 16, as the Movie Dreamz Services are not intended for persons under 16. If you are under 16 years of age, then please do not use the Movie Dreamz Services.

Our failure to exercise or enforce any right or provision of the Terms of Use will not operate as a waiver of such right or provision. If any provision of the Terms of Use is unlawful, void or unenforceable, that provision is deemed severable and does not affect the validity and enforceability of any remaining provisions.