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1. License, Conditions, Term, Termination, and Restrictions

A. License. The TMDB APIs are licensed to You on a worldwide (except as limited below), non-exclusive, non-transferable, non-sublicensable, basis on the terms and conditions set forth herein. These terms and conditions control how You may use the TMDB APIs, including (i) any content (including audio or visual content) or other information available through, on, or from the TMDB APIs or TMDB (such content or information, "TMDB Content"), (ii) all updates, revisions, substitutions to the TMDB APIs, and (iii) any copies of the TMDB APIs made by or for You. TMDB reserves all rights not expressly granted herein, including the right to make derivatives of the TMDB APIs or TMDB Content, or to use the TMDB APIs or TMDB Content in connection with, or for training, a machine learning or artificial intelligence based Application.

B. Additional License Conditions. The above license is expressly conditioned on Your:

- Ongoing compliance with the TMDB Terms of Use (<http://www.themoviedb.org/terms-of-use>), which may be updated from time to time, in Our sole discretion; and
- Giving TMDB attribution for all TMDB Content, as specified in Paragraph 3 (Attribution), below.

C. Restrictions. In addition, You must not:

- Attempt to cloak or conceal Your identity, or the identity of any website, program, service, application, or other product (collectively "Application(s)") that accesses TMDB or the TMDB APIs, when using or requesting authorization to use TMDB APIs.
- Use, or create any Application that, in Our sole discretion, (i) uses an excessive amount of bandwidth, (ii) degrade or impairs, including in part, access to, or use of, TMDB, its systems and servers, or the TMDB APIs; or (iii) otherwise adversely impacts the stability of TMDB, its systems and servers, or adversely impacts other users of TMDB or the TMDB APIs.
- Cache, for longer than 6 months, any information obtained through or from TMDB or the TMDB APIs.
- Use the TMDB APIs in connection with any Application that, in TMDB's sole discretion, constitutes, promotes, or is used in connection with materials that constitute, promote, or are used primarily for (a) spyware, adware, or other malicious programs or code, (b) counterfeit goods, or items subject to U.S. embargo, (c) unsolicited mass distribution of email ("spam"), multi-level marketing proposals, (d) hacking/surveillance/interception/descrambling equipment, (e) hate materials, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content.
- Use the TMDB APIs in any manner, or for any purpose, that violates any law or regulation, or the rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality.
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- Sell, lease, or sublicense the TMDB APIs, access to the TMDB APIs, or TMDB Content, or derive revenues from the use or provision of TMDB, the TMDB APIs, or TMDB Content, whether for direct

commercial or monetary gain or otherwise, except as expressly permitted in a written agreement between You and TMDB, as provided for in Paragraph 2 (Commercial Use) below.

- Use the TMDB APIs in a manner that is confusing or misleading as to the source or origin of Your Application.
- Use the TMDB APIs or TMDB Content in connection with, including for training, a machine learning (ML) or artificial intelligence (AI) based Application.

D. Term and Termination. The license in Paragraph 1.A above continues until either TMDB or You terminate it. You may terminate the license by discontinuing all use of the TMDB APIs. TMDB may terminate the license at any time for any reason. Your license to use the TMDB APIs terminates automatically if (i) TMDB determines, in its sole discretion, that You have violated or are in violation of these terms and conditions, (ii) TMDB publicly posts a written notice of termination on themoviedb.org, (iii) TMDB sends a written notice of termination to You (via electronic or other means), or (iv) TMDB disables Your access to the TMDB APIs. If TMDB terminates Your license, or You terminate your license, You must immediately cease all use of the TMDB APIs, TMDB Content, and any TMDB API key(s), and you must promptly delete or otherwise purge all TMDB Content, including any cached content.

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A. Commercial Use Requires a Commercial Agreement. The license in Paragraph 1.A above does not permit any commercial use of TMDB, the TMDB APIs, or TMDB Content. Selling, leasing, or sublicensing the TMDB APIs, access to the TMDB APIs, or TMDB Content, or deriving revenues from the use or provision of TMDB, the TMDB APIs, or TMDB Content, for commercial or monetary gain, directly or indirectly, is, for the purposes of these terms and conditions, considered a commercial use and is only permitted under a separate written agreement between You and TMDB. TMDB reserves the right to, in its sole discretion, determine whether Your use is commercial at the time that you apply for the license to use the TMDB APIs. TMDB reserves the right to monitor Your use or Your Application to make or revise its determination. Common examples (which are by no means exhaustive) of commercial uses include:

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- Selling an Application that uses TMDB or the TMDB APIs to bring TMDB Content into your Application.
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- Operating a website that generates revenue through charging users for access to content, or through recommend content, such as movies, television shows and music, in connection with, or due, to Your use of TMDB, the TMDB APIs, or TMDB Content.
- Training or validating a machine learning or artificial intelligence system (including large language models and Chatbots) using TMDB content, collecting data sets containing TMDB Content for such training or validation, or providing archived or cached data sets containing TMDB Content to another person or entity for such training or validation.
- Commercial Use Requires as Commercial API Key. If Your use (or intended use) is commercial, You must enter into a written agreement with TMDB that expressly permits Your commercial use. Any such agreement may be subject to, among other things, payment of fees. Any commercial use without such a written agreement constitutes a material breach of these API Terms of Use and, You agree that, such a material breach causes irreparable harm to TMDB.

3. Attribution

You must use the TMDB logo to identify Your use of TMDB, the TMDB APIs, or TMDB Content. Any use of any TMDB logos in Your Application must be less prominent than the logos or marks that primarily describe or

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TMDB may, in its sole discretion, provide You with support for, or modifications to, the TMDB APIs (collectively, "Support"). TMDB reserves the right to (A) terminate any such Support at any time without notice to You; (B) change, suspend, or discontinue any aspect of the TMDB APIs at any time, including the availability of any TMDB APIs; (C) impose limits on certain features and services, or restrict access to part or all of TMDB, the TMDB APIs, or TMDB Content, without notice or liability; and (D) require at any time the use of only the most recent update or version of the TMDB APIs.

6. Disclaimer of Any Warranty

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REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR INTENTIONAL BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TMDB OR TMDB REPRESENTATIVES, BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DAMAGES, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION

OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API, EVEN IF TMDB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE.

8. Release and Waiver

To the maximum extent permitted by applicable law, you hereby release and waive all claims against TMDB, its subsidiaries, and affiliates, and their respective officers, agents, licensors, suppliers, co-branders or other partners, contractors, and employees (collectively "TMDB Representatives") from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to Your use of TMDB, the TMDB APIs, or TMDB Content. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and You accept and assume the risk of such possible differences in fact. In addition, You expressly waive and relinquish, to the maximum extent permitted by applicable law, any and all rights and benefits that You may have under any other state, federal, or national law or statute, or common law principle of similar effect. If You are a California resident, You waive Your rights under California Civil Code § 1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. Indemnity

To the maximum extent permitted by applicable law, You agree to hold harmless and indemnify TMDB and TMDB Representatives from and against any third party claim arising from or in any way related to Your use of TMDB, the TMDB APIs, or TMDB Content, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. TMDB shall use commercially reasonable efforts to provide you with written notice of any such claim, suit or action.

10. Miscellaneous

A. Relationship of the Parties. Notwithstanding any provision hereof, for all purposes of these terms and conditions, You and TMDB are and act independently of each other, and not as partners, joint venturers, agents, employees or employers of the other. You do not have any authority to assume or create any obligation for or on behalf of TMDB or TMDB Representatives, express or implied, and you shall not attempt to bind TMDB or TMDB Representatives to any contract or other obligation.

B. Invalidity. If any provision of these terms and conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that all other provisions of these terms and conditions will remain in full force and effect and that a court should endeavor to give maximum permissible effect to the parties' intentions as reflected in the invalid or unenforceable provision.

C. Governing Law. THESE TERMS AND CONDITIONS AND THE RELATIONSHIP BETWEEN YOU AND TMDB SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS. IN ANY DISPUTE RELATING TO, OR ARISING FROM, THESE TERMS AND CONDITIONS YOU AND TMDB AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE COUNTY OF SANTA CLARA, CALIFORNIA, U.S.A.

D. No Waiver. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.

E. No Transfer. The rights and obligations of these Terms of Use are personal to you and may not be transferred by you, either voluntarily or by operation of law.

F. Notice. Any notice to be sent to you under these Terms of Use may be sent via email, post, or any other reasonable means, at the contact information provided by you to TMDB from time to time. It is your obligation to ensure that this information is current.

G. Paragraph / Section Headings and Construction. The paragraph or section headings and subheadings contained in these terms and conditions are included for convenience only, and shall not limit or otherwise affect these terms and conditions. Any construction or interpretation of these terms and conditions shall not be construed against the drafter.

H. Entire Agreement. These terms and conditions constitute the entire agreement between TMDB and you with respect to the subject matter hereof. TMDB reserves the right, in its sole discretion, to modify these terms and conditions, at any time, by posting a notice to themoviedb.org or by posting modified terms and conditions. You are responsible for reviewing and becoming familiar with any such modifications. Such modifications are effective upon first posting or notification. Use of the TMDB API following any such notice or modification constitutes acceptance of the modified terms and conditions.

This Agreement was last updated on: October 20, 2023.

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