**Terms & Conditions for the use of**

**User-generated content**

Welcome to the Terms & Conditions agreement for the use of **Your Content** by “COMPANY NAME”

For the purposes of these Terms & Conditions, “Your Content” refers to the videos, photos, social media posts, or any other form of content for which we have requested your permission to use for our purposes.

For the purposes of these Terms & Conditions, “We”, “Us”, or “Our” means “COMPANY NAME” and/or licensed parties.

These Terms & Conditions specify the terms of use for “Your Content” by the “COMPANY NAME” and/or licensed parties that you may have created and/or posted publicly on social media platforms or other online platforms.

**1. Use of “Your Content”**

We really admire Your content and are requesting your permission to use the piece of content (Your Content) which may contain videos, photos, infographic, social media handles, general account name & information, text or any other form of content.

By granting us permission to use “Your Content”, you are granting permission to “COMPANY NAME” & its affiliates, its third-party service providers, its social media & digital properties, profiles, & companies, or any other representative a non-exclusive, unrestricted, worldwide, royalty-free, perpetual, transferable license to use, broadcast, display, publish, reproduce, distribute, modify, translate, adapt, exhibit, disperse, or other use of “Your Content” for the purpose of but not limited to advertising, promotion, marketing, promotional campaigns, or any other purpose whatsoever, and in any form of media whatsoever, now or hereinafter existing or developed, even if these terms & conditions are later modified or terminated.

By granting us permission to use “Your Content”, You also waive your right to the following 3 conditions:

1. Any right to royalties relating to the use of “Your Content” by the licensee and/or licensed parties.
2. Any moral rights relating to the use of “Your Content”.
3. Any right to review or restrict the use of “Your Content” by us.

**2. Ownership of Content**

You will retain the ownership of “Your Content” but you permit us to use “Your Content” at our own discretion.

We (Licensee) and/or the licensed parties will have the right use “Your Content” but are not obligated to do so.

**3. Your Information**

By granting us permission to use “Your Content”, you permit us with the right to access & use your personal information such as your account name, social media handle(s), date, and any other information included in “Your Content”.

The licensee and/or licensed parties have the right but are not obligated to use your username, real name, images, location information, captions, and other connected information included in or forming part of “Your Content”.

**4. Your responsibilities**

As a part of this agreement, you validate and declare that:

1. You are above the age of 16 Years
2. “Your Content” does not infringe upon the privacy, intellectual property, publicity, personal, statutory, contractual or other rights of any person, organization, or the law.
3. You have complete authority & rights to enter into this agreement
4. You have or have obtained all the rights & legal powers to grant permission and right to the licensee and/or licensed parties.

**5. Indemnity**

You agree to defend, indemnify, and hold the licensee & licensed parties, their respective employees, representatives, and directors, harmless from and against any or all claims, proceedings of any kind and any liabilities, damages, expenses, and costs relating to or arising out of “Your Content”, your breach, and alleged breaches of these Terms & Conditions including your agreement, warranties, representations hereunder your violation of rights of any person or entity or your violation any law.

**6. Miscellaneous**

The remaining provisions would not be affected in case of an event where any provisions of these Terms & Conditions shall be held to be enforceable in any jurisdiction.

Nothing mentioned here in this agreement shall deem or interpret that you and “COMPANY NAME” to be joint ventures, partners, employer-employee, principal-agent, and no party shall have any authority to bind or obligate the other whatsoever.

These Terms & Conditions exhibit the complete agreement between you and “COMPANY NAME” with respect to the subject matter hereof and supersedes all prior understandings, agreements, conditions or inducements, oral or written, implied or expressed.

Unless in writing and signed by both you and “COMPANY NAME”, No waivers, modifications, and amendments will be effective to this agreement.