

AMERICAN LENS U-REPORT 2016

User Content and Conduct; Community Guidelines

The following terms apply to content submitted by users, and user conduct related to AMERICAN LENS U-Report.

The "Site", hereafter mentioned, is defined as AMERICAN LENS. The term "User Content" shall describe, but it not limited to, **uploaded video, audio, images, screen captures or written articles.**

Interactive Areas

The Site may contain comments sections, discussion forums, or other interactive features, including AMERICAN LENS U-Report, AMERICAN LENS's user-generated news community ("Interactive Areas") in which you may post or upload user-generated content, including but not limited to U-Reports, comments, video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of U-Report and you use the tool at your own risk.

U-Report is available for individuals aged 13 years or older. By submitting User Content to U-Report, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms of Service, submit content, participate on the Site, and fulfill the obligations set forth in these Terms of Service, which forms a binding contract between you and AMERICAN LENS. Employees of AMERICAN LENS may not submit User Content without permission from AMERICAN LENS managing staff.

U-Report Guidelines

By submitting any User Content to U-Report, you agree to abide by the following rules of conduct and agree not to upload, post or otherwise transmit any User Content that:

- ⤴ Violates in any way the rights of others, including any statements which may defame, harass, stalk or threaten others.
- ⤴ Content you know to be false, misleading or inaccurate.
- ⤴ Contains blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity.
- ⤴ Contains or advocates obscene materials such as, but not limited to, pornography, sexually explicit content, pedophilia, incest and bestiality.
- ⤴ Violates any law, advocates or provides instruction on dangerous, illegal, or predatory acts, or discussion of illegal activities with the intent to commit them. You also agree not to engage in activity that would constitute a criminal offense or give rise to a civil liability.
- ⤴ Advocates or encourages violent behavior or illegal activities or poses a reasonable threat to personal and/or public safety.
- ⤴ Contains violent images of killing, torture or physical abuse that appear to have been recorded for exploitive or gratuitous purposes.
- ⤴ Content that is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by AMERICAN LENS, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Site.
- ⤴ does not generally pertain to the designated topic or theme of any Interactive Area.

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- ⤴ Contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services and any other form of solicitation.
- ⤴ You agree that, if legally applicable and necessary, you have the consent of each and every identifiable individual(s) in any submission to use such individual(s) name or likeness in your submission.
- ⤴ You agree that any person who appears in your submission who is a current member of the Screen Actors Guild (SAG), the American Federation of Television and Radio Actors (AFTRA) or any other rights society is not entitled to compensation by AMERICAN LENS.
- ⤴ You agree not to impersonate any person or entity, including, but not limited to, AMERICAN LENS or any AMERICAN LENS employee, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- ⤴ You agree not to represent or suggest, directly or indirectly, AMERICAN LENS's endorsement of uploaded or written User Content.
- ⤴ You agree not to interfere with any other user's right to privacy, including collecting personally-identifiable information about the Site users or posting private information about a third party. This activity is known as "Doxing", which will not be tolerated and criminal charges may be sought against offenders.
- ⤴ You agree not to upload, post or otherwise transmit any content, software or other materials which contain a virus or have a disruptive purpose or component.
- ⤴ You agree not to interfere with or disrupt the Site or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- ⤴ You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use the Site, or access to the Site.
- ⤴ You agree not to use any technology or automated system or service to artificially inflate the page views that your submitted Content receives. This includes, but it not limited to, pay-per-click services, web "robots" and any other current or future technologies. You also agree not to direct any third party to use these technologies or automated systems or services on your behalf.
- ⤴ You agree not to use any technology, service or automated system to submit more Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

Any conduct that in AMERICAN LENS's sole discretion restricts or inhibits anyone else from using or enjoying the Site is prohibited. AMERICAN LENS reserves the right of sole discretion to remove and/or edit any submitted Content by you and to terminate your account for any reason.

AMERICAN LENS does not vouch for the accuracy or credibility of any User Content, and does not take any responsibility or assume any liability for any actions you may take as a result of reading user submitted Content posted on the Site. Through your use of the Site, including U-Report, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using the Site or U-Report, you assume all associated risks.

Monitoring

AMERICAN LENS shall have the right, but not the obligation, to monitor uploaded User Content to the Site to determine compliance with these Terms of Service and any operating rules established by AMERICAN LENS and to satisfy any law, regulation or authorized government request. Although AMERICAN LENS has no obligation to monitor, screen, edit or remove any of the uploaded User Content on the Site, AMERICAN LENS reserves the right, and has absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Site at your sole cost and expense. In addition, AMERICAN LENS may share personally identifiable information in response to a law enforcement agency's request, or where we

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believe it is necessary, or as otherwise required or permitted by law. See: AMERICAN LENS PRIVACY POLICY.

The decision by AMERICAN LENS to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any responsibility or liability in any manner on the part of AMERICAN LENS in connection with or arising from use by you on the Site.

License to User Content

By submitting User Content to the Site, you automatically grant AMERICAN LENS and the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties.

You represent and warrant to AMERICAN LENS that you have the full legal right, power and authority to grant to AMERICAN LENS the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms of Service, or infringe upon any rights, including the right of privacy or right of publicity, constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant AMERICAN LENS the right, but not the obligation, to pursue at law any person or entity that violates your or AMERICAN LENS's rights in the User Content by a breach of these Terms of Service.

Moral Rights

If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by AMERICAN LENS or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release AMERICAN LENS, and its licensees, successors and assigns, from any claims that you could otherwise assert against AMERICAN LENS by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

No Obligation

User Content submitted by you will be considered non-confidential and AMERICAN LENS is under no obligation to treat such User Content as proprietary information except pursuant to the AMERICAN LENS Privacy Policy. Without limiting the foregoing, AMERICAN LENS reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. AMERICAN LENS is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to AMERICAN LENS. AMERICAN LENS shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

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