

Terms

1. Liabilities

Customer agrees that the liability of Groundbreaking Productions, its agents and employees, for any losses or damages of any kind or nature to the customer's film or tape, or other material, is limited to the cost of replacing such media with blank media. Customer also agrees that Groundbreaking Productions, its agents and employees, shall not be otherwise liable to the customer for any loss or damage of any kind or nature, whether direct, incidental, consequential, or otherwise.

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You Must Have the Right to Use All of the Images, Music and Data of Any Sort in Your Authorized Content, and You Must Have the Right to Grant the Licenses in this Agreement. By entering into this Agreement and uploading or otherwise providing Your Authorized Content to Groundbreaking Productions, You represent and warrant to Groundbreaking Productions the following: (a) You are at least 18 years of age if You are a natural person; (b) all of the information provided by You to Groundbreaking Productions to enroll and participate in the Program is correct and current (including without limitation information You provide in the Metadata Form); (c) the Authorized Content is not, in whole or in part, pornographic or obscene; (d) You hold and will continue to hold the necessary rights, including but not limited to all copyrights, trademark rights and rights of publicity in and to Your Authorized Content and Your Brand Features to enter into this Agreement and to grant the rights granted herein; (e) You have the legal right and authority to enter into this Agreement, to perform the acts required of You under the Agreement, and to grant the rights and licenses described in this Agreement. You further represent and warrant that (i) the Authorized Content and the rights and licenses granted to Groundbreaking Productions under this Agreement and Groundbreaking Productions' authorized use of Your Authorized Content (including the public display, public performance, distribution and reproduction of Your Authorized Content): (i) do not and will not violate any applicable law, statute, ordinance or regulation and (ii) do not breach and will not breach any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort or contract theories and (ii) that the web site (including products and services therein) You designate in the Metadata Form to which Groundbreaking Productions may display a link in connection with the display of the Authorized Content does not and will not violate or encourage violation of any applicable law, statute, ordinance or regulation.

6. Your Obligation to Indemnify

You agree to indemnify, defend and hold Groundbreaking Productions and its respective directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss and expense (including reasonable legal fees, damage awards, and settlement amounts) brought against any Indemnified Person(s) arising out of, or related to or which may arise from Your Authorized Content, Your Brand Features, Groundbreaking Productions' authorized use of any of the foregoing, Your use of the Program, and/or Your breach of this Agreement. The Indemnified Persons may in their sole discretion control the defense, at Your expense, of any claim indemnified herein. In the event that the Indemnified Parties determine not to control the defense of any claim hereunder, any Indemnified Person may join in defense with counsel of its choice at its own expense. You will not settle or resolve any such claim in a manner that imposes any liability or obligation on Groundbreaking Productions or affects Groundbreaking Productions' rights in connection therewith without the advance written approval of Groundbreaking Productions, which will not be unreasonably withheld or delayed.