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YOUR REPRESENTATIONS AND OBLIGATIONS

You represent and warrant to us that:

- You are not a minor.
- You are a legal resident of the 50 United States or the District of Columbia.
- You have the full right and authority to agree to these UGC Terms of Use and to grant the rights described in these UGC Terms of Use.
- The User Generated is your original and sole creation or you own or control all rights in and to the User Generated Content, and that you have all licenses, rights, and permissions necessary to publish the User Generated Content and to grant the rights described in these UGC Terms of Use (including, but not limited to, permission to use the photograph, image, or likeness of any individual depicted in the User Generated Content);

- The User Generated Content does not, and our use of the User Generated Content as described in these UGC Terms of Use will not, infringe on any third party's statutory, contractual, personal, or other rights (including, but not limited to, intellectual property rights, copyrights, patents, trademarks, privacy rights, publicity rights, trade secrets, or confidentiality obligations) or violate any applicable laws, rules, or regulations.
- The User Generated Content does not contain any offensive, obscene, defamatory, or illegal material.
- You have paid in full any fee or other required payment related to the production of the User Generated Content, and our use of the User Generated Content as described in these UGC Terms of Use will not require any payment to any person.
- Neither you nor any individual appearing in the User Generated Content is an employee of, consultant or brand ambassador for, or otherwise materially related to, us, and we have not compensated you for the User Generated Content.
- The User Generated Content does not contain any worms, viruses, or other harmful code.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS ARE NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR SIMILAR DAMAGES ARISING OUT OF, OR RESULTING FROM, THESE UGC TERMS OF USE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, HOWEVER SUCH DAMAGES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY OF LIABILITY. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY, DAMAGES, LOSSES, OR EXPENSES.

INDEMNITY AND RELEASES

You agree to indemnify, defend and hold us and our officers, directors, employees, contractors and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all damages, liabilities, claims, actions, demands, and costs (including, but not limited to, reasonable attorneys' fees and costs of settlement) arising out of any breach by you of these UGC Terms of Use.

Without limiting anything set out above, you hereby release each of the Indemnified Parties from all damages, liabilities, claims, actions, demands, and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, these UGC Terms of Use.

If you are a resident of the State of California, you expressly waive the provisions of 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

You irrevocably and unconditionally waive and agree not to enforce any rights in the User Generated Content, including, but not limited to, any copyrights, moral rights, rights of attribution and integrity, or equivalent rights, or any other rights which you may have under any law (now or hereafter effective).

If requested, you will sign any documentation in such manner and at such location as we may require to protect, perfect or enforce any of the rights you have granted to us under these UGC Terms of Use.

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MISCELLANEOUS

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These UGC Terms of Use contain all the terms agreed between us regarding the User Generated Content and supersede any prior agreement, understanding, or arrangement between us, whether oral or in writing.

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