

Introduction

Welcome to Washington Filmworks! Washington Filmworks, a Washington nonprofit corporation (referred to as “**Company**,” “**WF**,” “**We**,” “**Us**,” “**Our**,” etc.) seeks to create economic development opportunities by building and enhancing the competitiveness, profile and sustainability of Washington State’s film industry.

These terms of use (the “**Terms**”) govern your use of <https://www.washingtonfilmworks.org/>, <http://bewhipsmart.org>, <http://keepfilminwa.com> and any associated mobile websites or applications (collectively the “**Sites**”), as well as the services associated with the Sites including, but not limited to, information, materials, and user contact information, contained on the Sites (collectively “**Site Materials and Services**”). Additional terms apply for specific roles that you may engage in as a user of the Site such as acting as a Registered Member (as defined below).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR BROWSING THIS SITES OR ANY SITE MATERIALS AND SERVICES. BY ACCESSING, USING OR BROWSING THIS SITES OR ANY SITE MATERIALS AND SERVICES, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE AND CONFIRM THAT: (A) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS; (B) YOU OR YOUR ENTITY, AS APPLICABLE, AGREE TO BE BOUND BY ALL OF THE TERMS AND ACKNOWLEDGE THAT AGREEMENT TO THE TERMS IS THE LEGAL EQUIVALENT OF A SIGNED WRITTEN CONTRACT BETWEEN WF AND YOU OR YOUR ENTITY AS APPLICABLE; AND (C) IF ACCESSING, USING OR BROWSING THE SITES ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THE TERMS. IF YOU OR YOUR ENTITY, AS APPLICABLE, ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS DO NOT ACCESS, USE OR BROWSE OUR SITES AND SITE MATERIALS AND SERVICES; WE DO NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO USE OR BROWSE THE SITES OR THE SITE MATERIALS AND SERVICES.

YOU MUST BE 18 YEARS OR OLDER TO USE THE SITES, UNLESS YOU ARE USING THE SITE ACCOMPANIED BY AND UNDER THE PERMISSION FROM YOUR LEGAL GUARDIAN. BY USING THE SITES, YOU CERTIFY THAT YOU HAVE SATISFIED THE FOREGOING REQUIREMENT.

1. License To Use Sites

Upon your acceptance of the Terms, Company grants you a revocable, non-exclusive, non-transferable, limited license to access and view the Sites and the Site Materials and Services. This is the grant of a limited license, not a transfer of title, and under this license you may not engage in the following activities:

- Modify, copy, reproduce, duplicated, sell, re-sell, or otherwise exploit the Sites or the Site Materials and Services for any purpose;
- Use the Sites and the Site Materials and Services for any commercial purpose, unless otherwise specified in these Terms, or with WF’s express written consent;
- Attempt to decompile or reverse engineer any software or electric components contained on the Sites;
- Remove or copy any copyright or other proprietary notations from the Site Materials and Services;
- A use that damages, disables, overburdens or impairs any server that hosts the Sites or any network connected to such services;
- Use that interferes with any other party’s use and enjoyment of the Sites;
- Attempt to gain unauthorized access to other accounts or roles or to any other unauthorized area of the Sites through hacking, password mining, or any other means;
- Use automated means including spiders, robots, crawlers, datamining tools, or the like to scrape or download data from the Sites;

- Transfer the Site Materials and Services to another person or “mirror” the materials on any other server; and
- Engage in any unlawful activity or use the Site Materials and Services in violation of any applicable laws or regulations.

This license shall automatically terminate if you violate any of the Terms, including engaging in the above restrictions, and the Company may, at its sole discretion, revoke the limited license at any time.

The Company reserves the right to modify, suspend, or remove the Sites or any part of the Sites, or any services provided through the Sites at any time or from time to time, with or without prior notice to you. This includes termination of your password, account (or any part of your account), or use of Sites or Site Materials and Services. Further, this includes removal of any content within the Site Materials and Services for any reason, including, without limitation, for lack of use or if we believe that you have violated or acted inconsistently with any of these Terms. You agree that we will not be liable to you or any third party for any modification or termination of the Sites or Site Materials and Services. You acknowledge that we have no express or implied obligation to provide or continue to provide the Sites, or any part of the Sites, nor to provide any maintenance, technical or other support for the Sites. You acknowledge that we may, at any time, restrict, limit, suspend or terminate your access to the Sites.

2. No Recommendations, Endorsements, Employment Advice or Professional Consultation

There may be delays, omissions or inaccuracies in information obtained through your use of the Sites. The information on the Sites are provided to you with the understanding that Company’s provision of this information to you does not constitute the rendering of employment, staffing, consulting or other advice or services. Information on this Site should not be relied upon for making business, employment or other decisions or used as a substitute for independent consultation with professional advisors. Moreover, we do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded, downloaded or distributed through the Sites by us, any user, information provider or any other person or entity. You acknowledge that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option, liability and risk. Moreover, we do not grant you any license or other authorization to use the Sites in any manner if such use in whole or in part suggests that we promote or endorse a third party’s causes, ideas, political campaigns, political views, web sites, products or services.

3. User Roles

Site users fall into two categories, Registered Members and Visitors (both “**Users**”). Registered Members have access to exclusive members-only material and databases, specifically, the REEL-CREW directory, which provides a searchable online directory of local film crew living and working in Washington State. Registered Members may create profiles on REEL-CREW and search to find resident crew members to hire for potential projects (the “**Registered Member Services**”).

In addition to the general Terms, users who become Registered Members agree to be bound by the specific terms applicable to the Registered Member role. Accordingly, your access or use of certain portions of the Sites and use of certain Site Materials and Services will require you to accept additional terms of service that are applicable to such Registered Member Services, and these will be presented to you at the time you register for such Registered Member Services or roles (the “**Additional Terms**”). If there is any conflict between Additional Terms or these Terms, those explicitly provided for in the Additional Terms will control.

4. User Content

The Sites may allow you to upload, post, and/or share information, text, messages, data, photographs, audio, video, images, graphics, documents, and other content (collectively, “**User Content**”). You

recognize that you are solely responsible for the User Content you make available. You represent and warrant that your User Content does not infringe the copyright, trademark, publicity/privacy right, and/or other intellectual property or proprietary rights of any third party; that you have all rights and permissions necessary to upload User Content. You agree that we have no liability or responsibility for the storage or deletion of any User Content that you submit or post, or emails you send through the Sites.

- a. We may, without obligation, preview or review any User Content and, at our sole discretion, block or remove any User Content that violates these Terms, or the Privacy Policy, or a separate agreement between you and the Company. Failure to block or remove any such User Content does not, however, constitute an endorsement, warranty, representation, or sponsorship by the Company of such content. You further acknowledge that we may preserve and/or disclose such User Content if required to do so by law or in the good faith belief that preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to third party claims regarding such content; or (d) protect the rights, property, or personal safety of the Company, its users or the public.

You agree not to upload, post, share, distribute, or otherwise publish through the Sites any of the following type of content that:

- is false, indecent, defamatory, obscene, profane, harmful to minors in any way, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing, violent, tasteless, denigrating, insensitive, pornographic or sexually oriented, or otherwise objectionable, or would constitute or encourage a criminal offense or other illegal activity, and/or violate the rights of any party or any law;
- contains any private, personally identifiable, financial, confidential, or proprietary information of another individual or entity without their written express permission;
- will harvest or otherwise attempt to collect or store personal data about other users; or
- contains viruses, spyware, or other computer malware.

b. User Content License

By posting, uploading or otherwise sharing your User Content, you grant us a nonexclusive, royalty-free, perpetual, irrevocable, and sublicensable right to copy, modify, publish, translate, create derivative works from, perform, display and otherwise use such content (including your submitted name, likeness, and/or voice) on the Sites or in any other media for any purpose related to our services, products, or marketing, and you waive any right of publicity or privacy you may have in connection with such uses. You expressly permit us to identify you as the provider of such User Content. You expressly represent and warrant that you have all necessary rights to grant the foregoing permissions and license.

5. Site Content and Leaving the Site

Unless otherwise indicated, all of the content displayed on the Sites, including, but not limited to, any and all text, graphics, data, images, illustrations, sound, video, audio, software, and the selection and arrangement of these items, are owned by the Company or its licensors and protected by copyright, trademark, trade dress, or other intellectual property rights.

You may choose to, or we may invite you to, submit comments or ideas about the Sites and related services, including without limitation about how to improve a Site or our services (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place the Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

You understand that all information, data, text, messages or other User Content publicly posted on a Site by third parties such as other users is the sole responsibility of the person from which such content originated. This means that you, and not the Company, bear all liability for all such content that you post, email, transmit or otherwise make available via the Services, and all risk for all third-party content that you read, forward, or otherwise act on. You acknowledge that the opinions contained on a Site are not necessarily those of the Company or endorsed by us. We may provide links on a Site to other websites which are not under our control (e.g. a share button to Twitter, Facebook, etc.); these links are provided for convenience of reference only and are not intended as an endorsement by the Company of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website. Use of such links is at your sole risk.

6. Intellectual Property

The copyright in all materials provided on the Sites is held by WF or by the original creator of the material. Except as stated herein, none of the materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission from us or the copyright owner. You may not "mirror" any material contained on these Sites without our express written permission. Any unauthorized use of the materials contained on the Sites may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes. All content and functionality on the Sites, including text, graphics, logos, icons, and images and the selection and arrangement thereof, are the exclusive property of WF or its licensors and is protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

The trademarks, service marks and logos (the "**Trademarks**") used and displayed on the Sites are registered and unregistered Trademarks of WF or other entities. Nothing on these Sites should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark or any other WF intellectual property displayed on the Sites. WF aggressively enforces its intellectual property rights to the fullest extent of the law. The name Washington Filmworks and any other Trademarks shall not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Sites, without prior written permission from us. We also prohibit use of Washington Filmworks and any other Trademarks as part of a link to or from any site unless establishment of such a link is approved in advance by us in writing.

7. Digital Millennium Copyright Act – Takedown Procedure

This section explains the Company's policy with respect to complaints of copyright, trademark, or other intellectual property infringements.

Notification:

To file a copyright infringement notification with the Company, you will need to send a written or email communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a list of such works.
3. Identification of the material that is claimed to be infringing, and information reasonably sufficient to permit us to locate the material. Providing URLs is the best way to help us locate content quickly.
4. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

5. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
6. Your name, address, telephone number, and email address, and that you will accept service of process for any dispute that arises relating to the takedown of material referenced in your notice.

Such notice should be sent to our designated agent as follows:

Washington Filmworks
The Apex Law Group PLLC
Attn: DMCA Agent
200 First Ave W.
Suite 104
Seattle, WA 98119
Email: info@washingtonfilmworks.org

Any person who knowingly materially misrepresents that material or activity is infringing or includes false information in a notice may be subject to liability.

Counter-Notification:

If you elect to send us a counter notice, to be effective it must be a written or email communication provided to our designated agent that includes substantially the following:

1. The physical or electronic signature of the member or user.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. Your name, address, telephone number, email address, and that you will accept service of process from the person who provided the original take-down notice or from us.

Such notice should be sent to our designated agent as follows:

Washington Filmworks
The Apex Law Group PLLC
Attn: DMCA Agent
200 First Ave W.
Suite 104
Seattle, WA 98119
Email: info@washingtonfilmworks.org

Any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of users who are repeat infringers.

Other (Non-Copyright) IP Infringement:

Other (non-copyright) notices of potential infringement should include a statement as to the intellectual property or right potentially infringed, proof of ownership of the rights at issue, identification of the URL at which the potentially infringing material may be found, and a street address, telephone number,

and email address where you can be reached. The notice should be in writing, and sent to the following address:

Washington Filmworks
The Apex Law Group PLLC
Attn: DMCA Agent
200 First Ave W.
Suite 104
Seattle, WA 98119
Email: info@washingtonfilmworks.org

8. Disclaimer of Warranties

THE SITES AND ALL SITE MATERIALS AND SERVICES THEREON ARE DISTRIBUTED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (1) THE INFORMATION ON THE SITES ARE CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THIS SITES WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SITES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: “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. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITES OR THE SITE MATERIALS AND SERVICES OR OBTAINED FROM YOUR USE OF THE SITES, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY’S OR ANY OF ITS PREDECESSORS’, SUCCESSORS’ PARENTS’, SUBSIDIARIES’, AFFILIATES’, OFFICERS’, DIRECTORS’, SHAREHOLDERS’, INVESTORS’, EMPLOYEES’, AGENTS’, REPRESENTATIVES’ AND ATTORNEYS’ AND THEIR RESPECTIVE HEIRS’, SUCCESSORS’ AND ASSIGNS’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT YOU PAID FOR USE OF THE SITES. IN THE CASE THAT YOUR USE OF THE SITE OR SITE MATERIALS AND SERVICES WAS FREE OF CHARGE, THE ABOVE DAMAGES SHALL NOT EXCEED \$1. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

10. Indemnification

You (and also any third party for whom you use the Sites or Site Materials and Services) agree to defend, indemnify and hold harmless the Company, its predecessors, successors, parents, subsidiaries, affiliates, licensors and service providers, and its and their respective officers, directors, shareholders, investors, employees, contractors, agents, representatives, attorneys, licensors, suppliers and their respective heirs, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to: (i) your User Contributions or your access to or use of the Sites and Site Materials and Services; (ii) your breach or alleged breach of this Agreement; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities,

including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by the Company in the defense of any claim. Company reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of the Company.

11. Dispute Resolution

Upon any dispute or claim arising under the terms, obligations, or promises under these Terms or any Additional Agreements, you agree to work with us to resolve the dispute privately or through mediation before a mutually agreed upon mediator. If mediation fails to produce a mutually agreeable outcome, then you agree to binding arbitration. Arbitration will be before a single arbitrator that you choose from a list of three arbitrators provided by us. Arbitration will be performed under the rules adopted by the American Arbitration Association at the time a claim is filed with an arbitrator. Arbitration will take place in Seattle, Washington. An arbitration judgment may be entered into and enforced by a court of competent jurisdiction, which judgment may include the costs and attorneys' fees for the prevailing party at arbitration.

12. Applicable Law and Venue

These Terms and your use of the Sites will be governed by and construed in accordance with the laws of the State of Washington, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state and federal courts located in Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms or your use of the Sites.

13. Nonwaiver

Our failure to exercise or enforce any right shall not operate as a waiver of such right. Our waiver of a breach of these Terms or Additional Terms shall not waive any other provision or operate as a waiver of a subsequent breach of the same provision.

14. No Oral Modifications

These Terms, any Additional Agreements, and any other written agreement you may have with us constitutes the entire understanding and agreement between you and us. No oral modifications or amendments, including without limitation any oral statements made by employees, officers, directors, or other agents of the company, shall affect our agreement.

15. Severability

If a provision of these Terms is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of these Terms or any Additional Agreements will not be impaired.

16. Notice of Changes

The Company reserves the right to change these Terms or any other terms or policies of any and all Sites or Services, at any time and in our sole discretion. When making changes, we will revise the "last updated" date at the top of these Terms, and changes will be effective immediately upon posting. Your continued use of the Sites following the posting of any changes will constitute your acceptance of such changes. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms.

17. Contact Us

Washington Filmworks
Address: 1411 4th Avenue, Suite 1000
Seattle, Washington, 98101.

Email: info@washingtonfilmworks.org