

Washington Film Works Terms of Service

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1. Introduction

Welcome to Washington Film Works' ("WFW") website located at www.WashingtonFilmWorks.com ("Website"). In addition to the Content on the Website, the Website may provide you with various services related to the Website such as the ability to post information and reviews or participate in online discussions ("Services"). **By using our Website and the Services, you are accepting the practices described in these Terms of Service. If you do not agree to these Terms of Service, please do not use the Website and exit immediately. We reserve the right to modify or amend the terms of our Terms of Service from time to time without notice. Your continued use of our Website and our affiliate websites following the posting of changes to these terms will mean you accept those changes.**

2. Copyright and Ownership

All of the content featured or displayed on the Website, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by WFW, its licensors and/or its Content providers. All elements of the Website, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services and the Website may only be used for the intended purpose for which such Website and Services are being made available. Except as may be otherwise indicated in specific documents within the Website, you are authorized to view, play, print and download documents, audio and video found on our Website for personal, informational, and noncommercial purposes only. You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Website. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Website. For purposes of these Terms of Service, the use of any such material on any other website or networked computer environment is prohibited. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website and Services. The Website, its Content and all related rights shall remain the exclusive property of WFW or its licensors unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on these Website.

3. Corporate Identification & Trademarks

All trademarks, service marks and trade names of WFW and its partners and licensors used herein (including without limitation: WFW, the WFW logo, and the associated designs and logos) (collectively "Marks") are trademarks or registered trademarks of WFW or its affiliates, partners or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Marks in any way, including in advertising or publicity pertaining to distribution of materials on this Website, without WFW's prior written consent. The use of the Marks on any other website or networked computer environment is not allowed. You may not use the Marks as a "hot" link on or to any other website unless establishment of such a link is approved in advance.

4. Right to Remove Content or Block Access

WFW may, at its discretion but without any obligation, block your access to our Website in the event that (a) you breach these Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

5. Transactional Partners

In some cases we partner with another company to co-promote their products or services within our Website. In these cases, you may be transacting directly with our partner. On those pages, the transactional partner's brand is clearly visible, and their terms of service are posted. When using these partner pages, you are bound by partner terms of service in addition to remaining bound by the WFW Terms of Service. When there is a conflict between the WFW Terms of Service and partner terms of service, WFW Terms of Service shall be held as the primary, enforceable terms of service.

6. Links to Third Parties

This Website contains hyperlinks to other websites controlled by third parties. These links are provided solely as a convenience to you and do not imply endorsement by WFW of, or any affiliation with, or endorsement by, the owner of the linked website. WFW is not responsible for the contents or use of any linked website, or any consequence of making the link.

7. Fees

For all charges for any products and services sold on the Website, if any, WFW will bill your credit card. In the event legal action is necessary to collect on balances due, you agree to reimburse WFW for all expenses incurred to recover sums due, including attorneys fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services needed for use of this Website.

8. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Website; or (iii) bypass any measures we may use to prevent or restrict access to the Website.

9. Your License to Us

If You submit Content to us, you grant WFW a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Content throughout the world in any media, whether now known or hereafter discovered. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

10. No Warranty

Your use of and browsing of this Website are at your own risk. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR WEBSITE, EVERYTHING ON THE WEBSITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE INFORMATION CONTAINED ON THIS WEBSITE, AND SPECIFICALLY DISCLAIM ANY WARRANTY AS TO THE SUITABILITY, RELIABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION CONTAINED ON THIS WEBSITE FOR ANY PURPOSE. WFW DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKES SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

11. Limitation on Liability

WFW assumes no liability in the event that legal action is taken against you by a third party as a result of your use of our Website. IN NO EVENT SHALL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, ANY CONTENT THEREON, OUR SERVICES OR THESE TERMS OF SERVICE (HOWEVER ARISING, INCLUDING NEGLIGENCE) OR YOUR USE THEREOF, WHETHER IN A CONTRACT ACTION OR BASED ON NEGLIGENCE, OR OTHER TORT ACTION, OR ANY OTHER CLAIM WHATSOEVER, EVEN IF WFW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL COMPANY'S 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 FIFTY DOLLARS (\$50.00).

12. Indemnity

You agree to defend, indemnify and hold WFW and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to any violation of these terms by you or your authorized users, or in connection with the use of the Website or the Internet or the placement or transmission of any message or information on this Website by you or your authorized users or your violation of any law or the rights of a third party.

13. Force Majeure

Neither WFW nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

14. Privacy

Your use of our Website and Services is subject to our Privacy Policy.

15. General

These Terms of Service shall be governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. We do not guarantee continuous, uninterrupted or secure access to our Website or Services, and operation of the Website may be interfered with by numerous factors outside of our control. If any provision of these Terms of Service are held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these terms of service and all incorporated agreements may be automatically assigned by WFW in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms of service set forth the entire understanding and agreement between us with respect to the subject matter hereof. 9 (Access and Interference), 10 (License), 12 (Liability Limit), and 13 (Indemnity) shall survive any termination or expiration of this Agreement.

16. Entire Agreement

These terms and conditions are the entire agreement between the user and WFW and supersedes any prior understandings or agreements (written or oral).

17. Copyright Notice

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