

MUSIC
PUBLISHERS'
ASSOCIATION

GUIDE TO
COPYRIGHT
LAW

You're one of a kind.

So is the copyrighted music you rely on.

Keep it legal. You want your students to value music. When you observe the copyright law you show them the way. The future of music is in your hands.

Here's how to keep it legal:

1. Know what you can do
2. Know what you can't do legally
3. Get permission to use other's property

Did you know... Infringement of the copyright law can result in fines of up to \$30,000?

What You Can Do:

1. You may make emergency photocopies to replace missing parts for an imminent performance, provided you replace all copies with purchased music in due course.
2. You may edit or simplify music as long as the fundamental character of the work is not distorted. Note: You may not alter or add lyrics.
3. Teachers may make 1 copy per student of excerpts of musical works for academic purposes. Note: The excerpts cannot be used for performance. The excerpt cannot comprise more than 10% of the complete work or comprise a performable unit.
4. Teachers may make a single copy of a student performance to be used for evaluation or rehearsal purposes.
5. Teachers may make a single copy of a recording owned by the institution or teacher for creating aural exercises or examinations.

Note: This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.

What You Can't Do:

1. Do not copy or download music to avoid purchase.
2. Do not keep photocopies in your library. Destroy any unauthorized photocopies immediately and replace them with legal editions.
3. Do not copy out-of-print works without permission of the publisher. Note: If it is vital you obtain music that is out-of-print, contact the publisher directly. They can confirm if the work is out of print and can sometimes arrange for you to obtain a legal copy.
4. Do not make arrangements of works without permission of the copyright owner.
5. Do not copy music for use in performance unless you replace it with a legal edition in due course.
6. Do not copy without including copyright notice.
7. Do not copy to create anthologies or compilations.
8. Do not reproduce material designed to be consumable such as workbooks, standardized tests and answer sheets.
9. You cannot use the excuse of not knowing the copyright owner for not following copyright law. Resources are readily available to help you do so.

** This guide is based on the U.S. copyright law of 1976. The links to various sites are offered as a search tool. The MPA assumes no liability for any errors or omissions in the information found at these organizations web sites.*

YOU ARE GRANTED PERMISSION TO MAKE COPIES OF THIS PAGE TO SHARE WITH YOUR STAFF.

Music Publishers' Association of the United States 243 5th Avenue, Suite 236, New York, NY 10016 • admin@mpa.org • www.mpa.org

KEEP IT LEGAL.

Think of copyrighted music as a piece of property, and you'll be on the right track. When in doubt, ask the owner for permission. You may or may not receive permission, but when you use someone else's property, you must have their permission. This is true for musical works as much as for anything else you own. The music you use is created by composers, arrangers and publishers, and, to ensure future music is available, they must be compensated for it. The future of music is very much in your hands.

Getting Permission:

The Music Publishers Association of the United States helps you find information on our website mpa.org so you can obtain permission from copyright owners.*

1. If you have a copy of the music, look for the copyright holder or publisher's name, and use the "Copyright Search" link on mpa.org to access the Music Publisher Directory and index of Publishers' Imprints to find the publisher's contact information.
2. If you do not know or can't locate the publisher of the music, research further by accessing one of the three U.S. performing rights organization websites. Links to each are provided on mpa.org in the "Copyright Search" section.
 - a. ascap.com/ace – ACE is the searchable database of the American Society of Composers, Authors and Publishers
 - b. bmi.com – Search by song name to access publisher information on songs licensed by BMI. Some additional non-BMI publishers will also be listed.
 - c. sesac.com – Access the "repertory" link to search titles for the SESAC. While the organization is called the Society of European Stage Authors & Composers, the organization now spans internationally and in all genres.
3. How to secure permission for sound recordings? If you copy and distribute recordings of songs which you did not write and are not in the public domain.
 - a. harryfox.com – Use the Songfile search and the License Music link to obtain mechanical and other rights information.
4. Permission forms are available on many publishers' websites or use the forms provided at mpa.org/copyright_resource_center/forms
5. How do I know if a work is still protected by copyright, or if it is in the public domain?
 - a. Know the law: Works in the U.S. with a copyright date of 1922 or earlier are in the public domain. Works created after January 1, 1978 will be protected for the life of the composer (author) plus 70 years. Copyrights in effect on that date, if renewed, will continue for 75 years from the date copyright was originally secured. Those works in their initial 28-year period of copyright on January 1, 1978 can be renewed for an additional 47 years, while the copyright of works in their renewal term on that date were automatically extended for an additional 19 years.
 - b. Still not sure? Try the Library of Congress.
6. Visit copyright.gov/records to search for copyrighted works.

For more information, see
The United States Copyright Law – A Practical Outline.

The High Costs of Illegal Photocopying

Photocopying copyrighted music is destructive and against Federal law.

Let's look at some of the effects of illegal photocopying:

COMPOSERS are denied rightful revenue. They earn little enough as it is from exercising their craft and talent. Surely we should encourage composers to be creative and not deter them. It is also much more difficult now for young composers to find a publisher, because publishers are losing revenues as a result of photocopying; they cannot afford to risk investing in young talent as they once did.

MUSICIANS, both professional and amateur, also suffer the consequences of the illegal reproduction of music, since photocopying increases costs and so forces up retail prices. More and more works have to be deleted from catalogues and become difficult to obtain, thus limiting and reducing the repertoire.

MUSIC RETAILERS can no longer afford to carry as much music in stock as they once did. This means that more and more of the music you want is available only on special order. Each day retailers across the country are losing a significant amount of sales because of illegal photocopying. Many are also losing business and cutting back on staff and inventory. As a result, you no longer get the prompt and efficient service you once enjoyed.

Photocopying denies publishers important sales data, and the consequences are enormous. Publishers see sales of a particular work falling, and so reprint fewer copies; smaller print runs result in higher print costs, which means that retail prices go up. The increase in the retail price often causes a further drop in sales. Eventually, the publisher has no choice but to put the work permanently out of print.

The Future Is In Your Hands. If you have not been aware of the harmful effects of illegal photocopying, now is the time to act. It is so easy just to go on making copies of music without giving much thought to the consequences. Now that you have the facts, you can help the future of the printed music industry. You can help new composers, as well as those already established, to generate new music and be properly compensated.

When Can I Photocopy?

When can I photocopy? This question is asked every day by music educators nationwide. Most music educators want to respect the rights of copyright owners, but are sometimes confused as to when it is permissible to legally reproduce a copyrighted work. The following situations are based on the copyright law of 1976, and list what you can do without having secured prior permission:

- Emergency copying to replace purchased copies which for any reason are not available for an imminent performance, provided they are replaced with purchased copies.
- For academic purposes other than performance, multiple copies of excerpts of works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or aria but in no case more than 10% of the whole work. The number of copies shall not exceed one copy per pupil.
- Printed copies which have been purchased may be edited or simplified, provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.
- A single copy of recordings of performance by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.
- A single copy of a sound recording (such as a tape, disc or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.)

When May I Not Photocopy?

The following are expressly prohibited:

- Copying to avoid purchase
- Copying music for any kind of performance, with the following emergency exception:
- Making a copy of a lost part in an emergency, if it is replaced with a purchased part in due course
- Copying without including copyright notice
- Copying to create anthologies or compilations
- Reproducing material designed to be consumable, such as workbooks, standardized tests and answer sheets
- Charging customers beyond the actual cost involved in making copies as permitted.

Copyright ultimately means that no one but the copyright owner has the right to copy without permission.

Arrangements and Transcriptions

A frequent topic that comes to the MPA has to do with unauthorized arrangements of copyrighted works. Looking through the United States Copyright Law, we find that section 106 states: "Subject to sections 107 through 120 the owner of copyright under this title has the exclusive rights to do and authorize any of the following" and later subsection (2) states: "to prepare derivative works based on the copyrighted works." Section 101 defines "derivative work" as "...a work based upon one or more pre-existing works, such as a ... musical arrangement..."

This means that if an arrangement is made of a copyrighted work without the authorization of the copyright owner, the arrangement would be an unauthorized derivative work and therefore an infringement of the copyright and the exclusive right of the copyright owner as defined above, (subject to the exceptions allowed in sections 107 through 120).

For example, you have just found a work which would make a great orchestration or woodwind quintet! What do you do?

The first thing to do is check if the work is in the public domain, or is protected by copyright. If this is a copyrighted work, you cannot make an arrangement without the prior permissions of the copyright owner.

Making a Record: Do I Have To Obtain a Mechanical License?

If a music educator wishes to record a band, choir, orchestra, or any performing group, they must keep in mind that the copyright owner alone has the right to reproduce a piece of music. This can be done by printing the music or by recording the music. Either way, the exclusive right belongs to the copyright owner.

Permission must be obtained from the copyright owner for any copyrighted works recorded. All such recordings, no matter what the purpose, are subject to the payment of a mechanical royalty. There are two important exceptions:

- A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be obtained by the educational institution or individual teacher.
- A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.)

It is important to note that there may be two copyrights in a sound recording. The first copyright is in the piece of music being recorded. The second copyright is in the recording of the performance itself. Both copyright owners must give permission to make copies of that recording.

All recording, other than the two exceptions above, are subject to the payment of mechanical royalties. The fact that a recording is made and records and cassettes are sold to raise money for the band or choir, etc., is not an exception. Recordings of copyrighted works at conventions and festivals are also subject to this requirement of the law. The organizers of such events are responsible for obtaining permission and making the appropriate payment to the copyright owner.

If you do not know the publishers of a particular work or several works, one possible course of action would be to contact any of the following:

ASCAP Index Department

1 Lincoln Plaza
New York, NY 10023
(212)595-3050

BMI Index Department

320 West 57th St.
New York, NY 10019
(212)586-2000

Harry Fox Agency

c/o National Music Publ. Assoc.
711 Third Ave., 8th Floor
New York, NY 10017

It's Out-Of-Print - What Do I Do Now?

When a copyrighted work goes out-of-print and becomes generally unavailable to the public, the fact that it is "out-of-print" does not imply that it may be reproduced in any manner without first receiving permission from the copyright owner. As long as the work is under copyright, permission to reproduce the work must always be obtained.

(Music Publishers Association www.mpa.org)

FORMS

Music Publishers Association
243 Fifth Avenue, Suite 236
New York, NY 10016

Form for reporting copyright violations

PURPOSE: This form was created to help compile information to report copyright violations. We want to stress that you shall remain ANONYMOUS. All of the following questions are optional but the more information you provide the easier it is for the publisher to pursue the case. If you choose to be kept abreast of any action taken, provide your name and address under question four. Please note that this form is for PRINTED VIOLATIONS.

PROCEDURE: The MPA's policy is to bring all information of reported copyright violations directly to the publishers whose works are being infringed. Member publishers are given the option to pursue the infringers directly and/or to have MPA's counsel respond on their behalf. Please fill out this form and mail it to the MPA at the above address.

The MPA requests that you provide as much information as possible and send any actual illegal copies of music materials you may have.

Where, when and how were the illegal copies discovered?

Who are the responsible parties? (i.e. if the illegal copying activity is in a school, provide the name of the school, teacher, principal, and school superintendent)

Any relevant history to the situation (Has the issue been addressed with the violators? Is this a first offence or a recurring offender?).

Names of parties that wish to be apprised of the action taken against the violators.

PLEASE PROVIDE (for each work):

The title of the work being illegally copied.

The name of the composer and text writer.

The publisher.

The copyright notice.

The product code number.

LIBRARY REQUISITION FOR OUT-OF-PRINT COPYRIGHTED MUSIC

This form approved by Music Library Association ("MLA"), Music Publishers Association ("MPA") National Music Publishers' Association ("NMPA")

To: _____ Date: _____

We require, for library use, the work(s) entitled:

1. If in print, please send us ___ copies of the work(s) and bill us.
2. If permanently out of print, please sign the duplicate of this form, which shall constitute permission by you to us to make or procure the making of ___ copies of the work(s), but only on the following conditions:
 - a) The copyright notice shall be shown on all copies.
 - b) All copies shall be used for library use only.
 - c) No recording use or performance for profit use or use other than library use shall be made of any copy unless such use shall be expressly licensed by you or an agent or organization acting on your behalf.
 - d) We shall pay _____ for the right to copy pursuant to this permission but not otherwise.
 - e) We (do) (do not) own a copying machine.
3. If any work referred to above is unpublished and available on loan to us, please advise the terms and conditions of such loan.
If not available to us, please insert an X here _____ and return the duplicate of this form to us promptly.
4. If any work referred to above is not in your catalog, please insert an X here _____ and return the duplicate of this form to us promptly.

AGREED TO: Very truly yours,

(Name of Publisher)

(Name of Library)

Institution
Address
City, State, Zip
URL
Email
Telephone

This form should be prepared in duplicate.

YOUTUBE
COPYRIGHT
LAW

Creative Commons

Creative Commons licenses provide a standard way for content creators to grant someone else permission to use their work. YouTube allows users to mark their videos with a Creative Commons CC BY license. These videos are then accessible to YouTube users for use, even commercially, in their own videos via the YouTube Video Editor. Attribution is automatic under the CC BY license, meaning that any video you create using Creative Commons content will automatically show the source videos' titles underneath the video player. You retain your copyright and other users get to reuse your work subject to the terms of the license.

Who's eligible to use Creative Commons on YouTube

The ability to mark uploaded videos with a Creative Commons license is only available to users whose accounts are in good standing. You may check the status of your account on the Features page, under your Channel Settings. The standard YouTube license remains the default setting for all uploads. To review the terms of the standard YouTube license, please refer to our Terms of Service. You cannot mark your video with the Creative Commons license if there is a Content ID claim on it. By marking your original video with a Creative Commons license, you are granting the entire YouTube community the right to reuse and edit that video.

What's eligible for a Creative Commons license

Please understand that you may only mark your uploaded video with a Creative Commons license if it consists entirely of content licensable by you under the CC BY license. Some examples of such licensable content are:

- Your originally created content
- Other videos marked with a CC BY license
- Videos in the public domain

What is a Content ID claim?

If you upload a video that contains copyright-protected material, you could end up with a Content ID claim. These claims are issued by companies that own music, movies, TV shows, video games, or other copyright-protected material.

Where do I see my Content ID claims?

To see if you have any Content ID claims on your videos, visit the copyright notices section of your Video Manager. In certain cases when your video or account is affected, we may also email you when you get a Content ID claim.

Am I in trouble?

In most cases, getting a Content ID claim isn't a bad thing for your YouTube channel. It just means, "Hey, we found some material in your video that's owned by someone else." It's up to copyright owners to decide whether or not others can reuse their original material. In many cases, copyright owners allow the use of their content in YouTube videos in exchange for putting ads on those videos.

However, there are some cases when copyright owners don't want their material reused:

- **Blocking a video:** Sometimes, copyright owners may block your video, which means people won't be able to watch it. They can decide to block your video worldwide or just in certain countries. If your video is blocked worldwide, your account standing may be affected, which means you'll lose access to some YouTube features. Please keep in mind that deleting videos that affect your account standing won't restore your good standing.
- **Muting a video:** If your video contains copyright-protected music, the owner may choose to mute it. This means that people can still watch your video, but they won't be able to hear the soundtrack. This won't affect your account standing.
- **Blocking certain platforms:** In some cases, copyright owners may restrict the devices, apps, or websites on which their content can appear. These restrictions won't change the availability of your video on YouTube.com.

In most cases, you can't monetize a video that has a Content ID claim. Instead, the copyright owners can choose to monetize your video.

What can I do about this claim?

When you get a Content ID claim, there are a few different things you can do, depending on the situation:

- **Acknowledge the claim:** If you agree with the claim, you can just acknowledge it and move on. You can always change your mind later if you disagree with the claim.
- **Remove the music:** If you get a claim for a piece of music in your video, you can try to remove the song without having to edit and upload a new video.
- **Swap the music:** If music in your video is claimed, but you still want to have music in the background, you can swap out your audio track with one of our free-to-use songs.
- **Share revenue:** If you're a member of our YouTube Partner Program, and you're performing an eligible song cover, you may be able to share revenue with the music publisher. That way, both of you can earn money on the video!

- Dispute the claim: If you have the required rights to use the copyright-protected content in your video, or if you think the system has somehow misidentified your video, you can dispute the claim.

To dispute the claim, go to your copyright notices and click the link to the right of the video's Edit menu. This will take you to a page with information about what's been claimed in your video and who claimed it. You'll also find the option to dispute the claim on this page.

If you dispute a claim without a valid reason, the content owner may choose to take down your video. If this happens, your account will get a copyright strike. Deleting videos that affect your account standing won't restore your good standing.

How do I get permission to use someone else's content in my video?

If you plan to include copyright-protected material in your video, you'll generally need to seek permission to do so first. YouTube cannot grant you these rights and we are unable to assist you in finding and contacting the parties who may be able to grant them to you. This is something you'll have to research and handle on your own or with the assistance of a lawyer.

For example, YouTube cannot grant you the rights to use content that has already been uploaded to the site. If you wish to use someone else's YouTube video, you may want to reach out to them via our messaging feature. However, we do offer features aimed at helping you find material you can incorporate into your video without encountering copyright issues:

- An easy way to find background music or sound effects for your YouTube videos is in YouTube's Audio Library. You can search for music that's free for you to use.
- The Audio Library also helps you discover music that will usually be monetized by copyright owners, so your video will remain live on YouTube with ads, and the revenue will be paid to the owners of the music. Learn more about the difference between royalty-free and ad-supported music in the Audio Library.
- In the YouTube Video Editor, you can remix videos that other members of the YouTube community have uploaded under the Creative Commons license.

Why was content I recorded or purchased myself removed?

Just because you purchased content doesn't mean that you own the rights to upload it to YouTube. Even if you give the copyright owner credit, posting videos that include content you purchased may still violate copyright law.

Additionally, recording a television show, video game, concert or other performance with your phone, camera or microphone doesn't mean that you own all rights to upload it to YouTube. This is true even if the event or show you recorded was open to the public. For

example, recording a concert of your favorite band does not necessarily give you the right to upload the video without permission from the appropriate rights owners.

YouTube Terms of Use

1. Your Acceptance

By using or visiting the YouTube website or any YouTube products, software, data feeds, and services provided to you on, from, or through the YouTube website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Google's Privacy Policy, found at <http://www.youtube.com/t/privacy> and incorporated herein by reference, and (3) YouTube's Community Guidelines, found at http://www.youtube.com/t/community_guidelines and also incorporated herein by reference. If you do not agree to any of these terms, the Google Privacy Policy, or the Community Guidelines, please do not use the Service.

Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/t/terms>. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of YouTube, including but not limited to all products, software and services offered via the YouTube website, such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.

The Service may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.

Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

In order to access some features of the Service, you will have to create a YouTube or Google Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.

Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- You agree not to distribute in any medium any part of the Service or the Content without YouTube's prior written authorization, unless YouTube makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).
- You agree not to alter or modify any part of the Service.
- You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means YouTube may designate.
- You agree not to use the Service for any of the following commercial uses unless you obtain YouTube's prior written approval:
 - the sale of access to the Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
 - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.

Prohibited commercial uses do not include:

- uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
- showing YouTube videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or
- any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.) If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the YouTube website.

If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.

In your use of the Service, you will comply with all applicable laws. YouTube reserves the right to discontinue any aspect of the Service at any time.

5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law.

Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by YouTube on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of YouTube or the respective licensors of the Content. YouTube and its licensors reserve all rights not expressly granted in and to the Service and the Content.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless YouTube, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

As a YouTube account holder you may submit Content to the Service, including videos and user comments. You understand that YouTube does not guarantee any confidentiality with respect to any Content you submit.

You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to YouTube all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.

For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant YouTube all of the license rights granted herein.

You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at http://www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

YouTube does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with Content. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and YouTube will remove all Content if properly notified that such Content infringes on another's intellectual property rights. YouTube reserves the right to remove Content without prior notice.

7. Account Termination Policy

YouTube will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.

YouTube reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. YouTube may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- o A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- o 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 representative list of such works at that site;
- o Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- o Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- o A statement that you have 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; and

- o A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to our DMCA Agent at 901 Cherry Ave., San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://support.google.com/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- o Your physical or electronic signature;
- o Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- o A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- o Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY

THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/t/privacy> and any other legal notices published by YouTube on the Service, shall constitute the entire agreement between you and YouTube concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

