**AMERICA'S FUNNIEST PEOPLE LIBRARY**

**TERMS OF USE**

A. THE SERVICES; AUTHORIZATION TO USE:

Please read these terms and policies (referred to herein as "Terms of Use") as well as the America's Funniest People Library (referred to herein as "AFP") Privacy Policy (found at https://AmericasFunniestPeople.com/privacy and incorporated herein by reference) before using the americasfunniestpeople.com website ("AFP website," "AFP site," "website," or "site") or any of AFP's products, software, data or other applications (collectively referred to as the "Services").

By using the Services, you ("You" or "Your") are agreeing to the Terms of Use. If You do not agree to these Terms of Use, or if you do not have the authority to agree, You may not use the Services. Your use of the Services includes the ability and consent to enter into agreements electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSION(S) CONSTITUTES YOUR AGREEMENT AND INTENT TO BE LEGALLY BOUND BY THE TERMS HEREIN. PRODUCER (as defined herein) may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and You agree to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits. These Terms of Use apply to all users of the Service, including users who are also contributors of Content (as hereinafter defined) on the Service.

**ARBITRATION NOTICE:**

**YOU AGREE THAT DISPUTES (EXCEPT FOR CERTAIN TYPES OF DISPUTES DEFINED IN PARAGRAPH AA BELOW) BETWEEN YOU AND AFP, ITS PARENTS, AFFILIATES, OR ASSIGNS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION ON AN INDIVIDUAL BASIS, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, CONSOLIDATED, OR REPRESENTATIVE LAWSUIT OR CLASS-WIDE ARBITRATION. YOU MAY OPT-OUT OF THIS AGREEMENT TO ARBITRATE BY FOLLOWING THE PROCEDURES DESCRIBED IN THE ARBITRATION SECTION AA BELOW.**

B. CONTENT: "Content" shall mean: any text, messages, ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, graphics, videos, and all forms of audiovisual works and recordings, and each element contained therein, including, without limitation, any and all copyright and other intellectual property rights thereto, as well as all original materials created by You which are incorporated therein, including, without limitation, all artwork, dialogue, literary material, music and musical compositions (including lyrics), sound recordings, characterizations, interactive features, Your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that are submitted, posted, uploaded, embedded, displayed, distributed, communicated or otherwise added to or through the Services.

C. PERPETUAL ROYALTY-FREE, EXCLUSIVE WORLDWIDE GRANT OF RIGHTS: By adding or uploading Content to AFP either to or through the Services, You are transferring ownership of the Content to AFP, Johnny Lindy Company, LLC (d/b/a Vin Di Bona Productions) (producer of "America's Funniest People" and hereafter also referred to as "JLC"),

and its subsidiaries, affiliates, parents, licensees, related companies, successors and assignees (all collectively referred to herein as "PRODUCER"). Said transfer irrevocably grants PRODUCER (for use in the Program or any program or use) the sole and exclusive worldwide ownership of all right, title and interest, (fully-paid, royalty-free, licensable and transferable (in whole or part) in and to this Content and all elements thereof and the fully-paid, royalty-free, licensable and transferable (in whole or part) worldwide license to all embedded third-party copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual and industrial property rights that You own or control, to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, edit, adapt, translate, create derivative works based upon, perform and otherwise exploit such Content, in whole or in part, in PRODUCER's sole discretion, in all media formats and channels now known or hereafter devised (including, but not limited to, on websites, cable and broadcast television networks and stations, on broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including, without limitation, entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to You or the foregoing third-party(ies), with or without attribution, and without the requirement of any permission from or payment to You or to any other person or entity.

D. ADDITIONAL USE OF THE CONTENT: Your Content, once submitted to AFP, along with Your first name and last name may be (in addition to all other rights granted herein) posted by PRODUCER on the AFP website, and also on pages of other social media sites, such as, without limitation, Facebook, Instagram, YouTube, TikTok, Snapchat and X/Twitter and may be used by other PRODUCER, and/or its partners or affiliates, such as without limitation, Vin Di Bona Productions and the ABC Television Network websites and television programs, and/or its licensees or assigns (collectively referred to as the "Sites" or "AFP AFFILIATES"). Once Your submissions are posted on the Sites for public viewing, they may be shared by third party users of the Sites. Review AFP's privacy policy https://AmericasFunniestPeople.com/privacy to understand how AFP collects and uses personally identifiable information.

E. NAME AND LIKENESS: Without limiting the foregoing grant of rights, You understand and agree that Your grant also includes the right to use Your name, voice, likeness, biographical information, appearance and performance in and in connection with the Content or video and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). Your grant includes use of Your Personal Rights and any use PRODUCER may make of the Content, including, without limitation, any use of the Content in and/or in connection with, any version of "America's Funniest People," use in the America's Funniest People Library, and/or any other program(s), format(s), production(s), commercials, commercial tie-ins, product endorsements, licensing, product merchandising and/or merchandising of any kind, whether or not related to "America's Funniest People," and also includes, without limitation, the right to use the Content and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including, inter alia, transmission by satellite and over the Internet (collectively the "Programs") in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video (including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.); theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions (including, without limitation, any sponsored or commercial use in connection with online banner, "pre roll," "post roll," and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Content itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, cell phones, tablets, etc.); all new media and future technologies and all forms of

television, (e.g., free, pay, pay-per-view, cable, satellite, OTT or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, "Commercial Rights"). You also understand and agree that PRODUCER may sell, assign or license the rights hereunder (in whole or in part) to any third party in its sole discretion and without providing any further consideration or notice to You.

F. YOUR PERSONAL USE: Further to the foregoing, PRODUCER grants to You a limited, nontransferable, noncommercial, personal use license in the Content for the purpose of personal use, including using the Content in Your personal social networking account(s) online and using in social media sites (e.g., Instagram, TikTok, YouTube and Facebook) for the sole purpose of posting on such social media site with no other rights in the Content granted to such site, subject to PRODUCER's rights to remove or to have removed the Content pursuant to the Rules.. This license does not in any way permit You to license, sell, transfer, or otherwise commercialize or monetize the Content with any third-party, including without limitation exhibiting and/or distributing the Content except as described in this paragraph, and/or using the Content or any portion thereof as a submission to any third-party contests.

To the extent that PRODUCER solicits Content through features or activities on or through the Services (including games, promotions and the like) that require the use of its copyrighted works (in whole or in part), PRODUCER hereby grants You a non-exclusive license to create a derivative work using its copyrighted works (in whole or in part) as required (but only as required, and only for the purpose of creating Your Content); provided however, that such license shall be conditioned upon Your assignment of all rights in the work You create to PRODUCER. If such rights are not assigned to PRODUCER, Your license to create derivative works using PRODUCER's copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not Your Content is used by PRODUCER or AFP.

In the event that AFP offers downloads of software on the site and You download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to You by PRODUCER or third-party licensors for Your limited, personal, noncommercial home use only. PRODUCER does not transfer title to the Software to You. Except as permitted under applicable law, You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble, adapt it, or otherwise reduce the Software to a human-readable form, except to the extent permitted by applicable law.

G. CONSIDERATION:

You acknowledge that these Terms of Use are supported by good and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, You acknowledge that such consideration includes, among other things, Your use of the Services and receipt of data, materials and information available at or through the Services, the possibility of PRODUCER's use or display and/or distribution of Your Content, including, without limitation, PRODUCER's potential election, in its sole and absolute discretion, to incorporate the Content into an episode of "America's Funniest People," and/or the possibility of the publicity and promotion from PRODUCER's use or display and/or distribution of Your Content.

H. MORAL RIGHTS: To the extent any "moral rights," "ancillary rights," or similar rights ("Moral Rights") in or to the Content exist and are not exclusively owned by PRODUCER

and to the extent You are able to do so under applicable law, You agree not to enforce any such rights as to PRODUCER its licensees, distributors, agents, representatives and other authorized users, and You shall procure the same agreement not to enforce from any others who may possess such rights. To the extent such an agreement is unenforceable, You hereby give a Moral Rights Consent. To the extent any other person has Moral Rights in or to the Content, You must obtain a Moral Rights Consent from that person and provide it on request to PRODUCER, JLC and AFP. "Moral Rights Consent" means a waiver of moral rights to the maximum extent permitted by applicable law and an unconditional consent to any act or omission in relation to the Content by or on behalf of PRODUCER, AFP and JLC, or any licensee or subsequent owner of copyright in the Content, including an act or omission which would, but for these Terms of Use, infringe Your moral rights. Without limiting the scope of the license herein or any future grant of rights, consents, agreements, assignments, and waivers You may make with respect to the Content, and to the extent allowed by applicable law, You hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by You with respect to Content submitted by You to AFP.

I. ENTIRE AGREEMENT: These Terms of Use, together with the AFP Privacy Policy, which is incorporated herein by reference, are the entire and exclusive agreement between PRODUCER, AFP and You regarding the Services, and these Terms supersede and replace any prior agreements between us regarding the Services. No person or company will be third party beneficiaries to the Terms of Use.

PRODUCER may revise these Terms of Use from time to time; the most current version will always be on the AFP website By continuing to access or use the Services after those revisions become effective, You agree to be bound by the revised Terms.

The Services are operated and provided by Johnny Lindy Company, LLC (d/b/a Vin Di Bona Productions), 2029 Century Park East, Suite 1750, Los Angeles, CA 90067. If You have any questions about these Terms, please contact AFP at https://AmericasFunniestPeople.com/tou.

J. REPRESENTATIONS AND WARRANTIES:

a. You warrant that other than as disclosed to PRODUCER in writing, You have not submitted or granted the rights to the Content to any third party, including without limitation, any television or media entity or except by private transmission to Your family solely for their own private use and with no other rights granted to the Content, and except to social media sites (e.g., Instagram, TikTok, YouTube and Facebook) for the sole purpose of posting on such social media site with no other rights in the Content granted to such site, subject to PRODUCER's rights to remove or to have removed the Content pursuant to the Rules.

b. You further represent and warrant that: (1) a) You are the sole and exclusive owner of the Content that You upload or submit, b) You have the full right and authority to enter into this agreement and to grant all rights granted herein and c) You agree not take any action to impair the rights You are granting herein; (2) the making, exhibition, distribution and/or other exploitation of the Content in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of their privacy or right of publicity; (3) You have not falsely identified any individual involved in the shooting of the Content or any individual whose appearance or voice is incorporated in the Content; (4) You have obtained all necessary consents and permissions required for PRODUCER to exploit the rights granted hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which You provide contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted pursuant to such consents

and/or releases and that anyone featured who is under 18 years old is either a member of Your immediate family under Your authority and/or their legal guardian has granted written consent; (5) the Content and its use by PRODUCER does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG-AFTRA, the WGA, etc.); and (6) The Content and Your addition thereof to the website, Services, or otherwise conforms to the requirements of these Terms of Use.

c. To the extent that any Content You add or upload through the Services contains original songs or recordings, You hereby represent that You are either a member of ASCAP, BMI, SESAC or other applicable mechanical performing rights and/or copyright owners society and that You have the right to license to PRODUCER at no cost, all musical compositions (including lyrics) and the sound recordings, or that otherwise the sound recordings contained in such Content are available for licensing to PRODUCER (and its subsidiaries, affiliates, licensees, distributors, agents, representatives and other authorized users) directly from such societies, or that You otherwise may grant PRODUCER all such rights. Notwithstanding the foregoing, regardless of whether You are a member of any rights society, You grant the foregoing license and rights with respect to each and every musical composition in which You have the authority or right to grant such rights (including lyrics) and sound recordings contained in such Content. In the event You cannot grant such rights to the sound recordings You agree that PRODUCER may remove the Content from the site or alter the Content to remove and/or replace the sound recordings at AFP's sole election.

K. INDEMNIFICATIONS: You hereby agree to indemnify, defend and hold PRODUCER, and its affiliates, licensees, grantees, successors and assignees, the Program(s) broadcasters, and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means; b) the use by grantees of any of the rights and permissions You have granted herein; and c) and any act or omission by You in connection with Your submissions or application for or an appearance in the Program.

If You have created an account with AFP or otherwise use the Services, You are responsible for maintaining the confidentiality of Your username(s), password(s), and Your account(s), as well as all activities that occur under Your account(s). You hereby agree to indemnify, defend, and hold PRODUCER, its group undertakings (as defined under the United Kingdom's Companies Act 1985), and its group undertakings licensors, licensees, distributors, agents, partners, representatives and other authorized users, and each of the foregoing entities respective resellers, distributors, service providers and suppliers, and all of the foregoing entities respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by You of these Terms of Use or claims arising from Your use of the Services and/or Your account(s). You shall use Your best efforts to cooperate with PRODUCER in the defense of any claim. PRODUCER reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by You.

L. DISCLAIMERS: **PRODUCER, AFP AND JLC CANNOT AND DO NOT ASSUME ANY LIABILITY FROM USER CONTENT POSTED TO THE SITE. USE OF THE AFP WEBSITE AND THE SERVICES IT PROVIDES ARE AT YOUR SOLE RISK**. PRODUCER, AFP and JLC cannot and will not guarantee up-time, accuracy of content, or future features, although PRODUCER will strive to meet its own exacting standards and will encourage the community to be self-policing. The Services are in continuing revision and improvement, so bugs and errors should be expected occasionally and reported to help@AmericasFunniestPeople.com. Downloading any content from the site will be done at Your own risk and PRODUCER, JLC and AFP are not responsible for any harm that may be done to Your computer. Special needs users should consult their physician before using the site. PRODUCER, AFP and JLC are not responsible for any defamatory, unlawful, pornographic, or otherwise offensive or infringing material that You may find while navigating the AFP website. PRODUCER is not required to screen any Content on the AFP website but reserve the right to remove or edit any Content without prior notification at any time. AFP encourages You to report infractions or infringing content to help@AmericasFunniestPeople.com. PRODUCER, AFP and JLC are not responsible for any loss of data from failure of AFP's computer systems, storage systems or for any other reason. Members should create back-up copies of their information and submissions in case any AFP data is lost or removed at any time.

SUBJECT TO APPLICABLE LAW, THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THE SITE, THE SERVICES, PRODUCER, AFP AND/OR JLC SITES OR ANY THIRD PARTY SITES OR SERVICES LINKED TO OR FROM THE SITE IS PROVIDED "AS IS" AND WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PRODUCER EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, SUBJECT TO APPLICABLE LAW, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NONINFRINGEMENT. NEITHER PRODUCER NOR AFP/JLC WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY AFP AND/OR JLC, SERVICES, INCLUDING INTER ALIA, THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR FREE OF NEGLIGENCE. MOREOVER, SUBJECT TO APPLICABLE LAW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. PRODUCER, AFP/JLC DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST PRODUCER, AFP/JLC WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. PLEASE NOTE, HOWEVER, THAT THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER, IN PARTICULAR THE LEGAL WARRANTY FOR LATENT DEFECTS FOR USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS.

RELIANCE ON ANY INFORMATION APPEARING ON AN AFP WEBSITE OR SERVICES IS STRICTLY AT YOUR OWN RISK. THIS SITE MAY CONTAIN THE OPINIONS AND VIEWS OF OTHER USERS. GIVEN THE INTERACTIVE NATURE OF THESE SITES/SERVICES, AFP CANNOT ENDORSE, GUARANTEE, OR BE RESPONSIBLE FOR THE ACCURACY, EFFICACY, OR VERACITY OF ANY CONTENT GENERATED BY

AFP'S USERS. THE CONTENT OF THE AFP SITE IS INTENDED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. THE CONTENT THEREIN IS NOT INTENDED TO, AND DOES NOT, CONSTITUTE LEGAL, PROFESSIONAL, MEDICAL OR HEALTHCARE ADVICE OR DIAGNOSIS, AND MAY NOT BE USED FOR SUCH PURPOSES.

M. LIMITATION OF LIABILITY: SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL PRODUCER, ITS GROUP UNDERTAKINGS, ITS GROUP UNDERTAKINGS' PARTNERS, LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE SERVICES, THE SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF PRODUCER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL PRODUCER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR $100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SERVICES. MOREOVER, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL, PRODUCER, ITS LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND PRODUCER'S REASONABLE CONTROL.

SUBJECT TO APPLICABLE LAW, PRODUCER MAY TERMINATE YOUR FURTHER ACCESS TO THE SERVICES OR CHANGE THE SERVICES OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON WITHOUT LIABILITY.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

WITH RESPECT TO USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS, THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

N. IMPERMISSIBLE CONDUCT: PRODUCER reserves the right at all times, in its sole discretion, to remove or refuse to distribute any Content on the Services and to terminate user profiles. PRODUCER also reserves the right to access, read, preserve, and disclose any information as it reasonably believe is necessary to comply with any applicable law, regulation, legal process or government request; enforce the Terms, including investigation of potential violations hereof; detect, prevent, or otherwise address fraud, security or technical issues; respond

to user support requests; and/or protect the rights, property or safety of AFP, its Users and the public.

The following is a list of actions that Users are prohibited from doing in conjunction with the Users' access or use of the Services:

Users shall not:

1. post content (including, but not limited to, words, photos, and video clips) that contains the following:
    (a) Defamatory, illegal or encouraging of illegal activities or the discussion of illegal activities, pornographic, violent, obscene, abusive material or material that PRODUCER finds objectionable due to any potential perceived liability;
    (b) Trademark, copyright, or other intellectual property or identity rights infringements;
    (c) Commercial solicitation;
    (d) Private information (credit card numbers, phone numbers, e-mail addresses, etc.);
2. access, tamper with, or use non-public areas of the Services, PRODUCER's computer systems, or the technical delivery systems of AFP's providers;
3. access or search or attempt to access or search the Services by any means other than through AFP's currently available, published interfaces that are provided by AFP, unless the user has been specifically allowed to do so in a separate agreement with PRODUCER;
4. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
5. impersonate another person or falsely state or otherwise misrepresent your affiliation or employment with a person or entity, or adopt a false identity if the purposes of doing so is to mislead, deceive, or defraud another;
6. post unauthorized commercial communications (such as spam);
7. collect Users' content or information, or otherwise access the Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without PRODUCER's prior permission;
8. upload viruses or other malicious code, or use the Services to do anything unlawful, misleading, malicious, or discriminatory;
9. solicit login information or access an account belonging to someone else;
10. bully, intimidate, or harass any User;
11. post content that is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
12. display or produce any User Content that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, and laws governing trade secrets, rights to publicity or privacy;
13. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or

14. interfere with, or disrupt, or attempt to interfere with or disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Services.

O. ADVERTISING: AFP may offer advertisements and promotions on the Services or website. Interacting with these advertisers will be solely Your responsibility.

P. UNSOLICITED CONTENT: There are two types of Content: Solicited Content and Unsolicited Content. "Solicited Content" means Content (a) that AFP expressly requests or enables You to provide via any feature or activity on the site for PRODUCER's review or display and/or distribution and possible specifically defined consideration or compensation explicitly offered by PRODUCER (collectively, "Consideration") (such as the chance to have Your Content featured on the Program or any other PRODUCER program(s)); or (b) that You add to the site for which You do not seek Consideration. "Unsolicited Content" is any and all Content that does not fall within subparagraphs (a) or (b) of this paragraph. PRODUCER does not allow, accept or consider Unsolicited Content. You agree that any Content You add is not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between You and PRODUCER in any way, and that You have no expectation of any review, compensation or consideration of any type (other than any stated Consideration). Except as expressly stated in these Terms of Use, the provisions of these Terms of Use apply equally to Unsolicited Content and Solicited Content. Accordingly, PRODUCER, its affiliates, licensees, distributors, agents, representatives and other authorized users shall be entitled to exploit and disclose all Content for all purposes as set forth herein, and PRODUCER, AFP/JLC shall not be liable to You or to any person claiming through You for any exploitation or disclosure of any Content.

Q. JURISDICTIONAL AND VENUE ISSUES; GOVERNING LAW: Subject to the requirements of applicable consumer rights and other laws, You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Services except for certain types of disputes described in the arbitration section, shall be filed, and that venue properly lies, only in state or federal courts located in Los Angeles, California, United States of America, and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. PRODUCER makes no representation that Content on the site or through the Services is appropriate or available for use in any particular location. Those who choose to access the site do so on their own initiative and are responsible for compliance with all applicable laws, including any applicable local laws.

Subject to the requirements of applicable consumer rights and other laws, these Terms of Use shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Use take effect as an agreement and separately as a notice, which limits the basis on which AFP makes the Services available. No waiver of any provision of these Terms of Use by PRODUCER shall be deemed a further or continuing waiver of such provision or any other provision, and PRODUCER's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. In these Terms of Use, the word "including" is used illustratively, as if followed by the words "but not limited to."

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY PRODUCER, AFP, OR JLC OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR (OR THE MINIMUM APPLICABLE STATUTORY PERIOD, IF LONGER) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

Supply of goods, services and software through the Services is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Services, You represent and warrant that Your acquisition comports with and Your use of the item will comport with those requirements. Without limiting the foregoing, You may not acquire goods, services or software through the AFP Services if: 1) You are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if You are on the United States of America Treasury Department's Specially Designated Nationals List or the United States of America Commerce Department's Denied Persons List, Unverified List or Entity List or 2) You intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

R. AMENDMENT: Subject to applicable law, at any time, PRODUCER may amend these Terms of Use (including by modification, deletion and/or addition of any portion thereof). If PRODUCER makes a material amendment to these Terms of Use, it may notify You of such amendment by sending You an e-mail at the last e-mail address that You provided to AFP, and/or by posting notice of such amendment on the website covered by these Terms of Use. Any such amendment to these Terms of Use will be effective thirty (30) calendar days following the earlier of PRODUCER's dispatch of an e-mail notice to You or AFP's posting of notice of the changes on the website(s). Please note that, at all times, You are responsible for updating Your personal information to provide PRODUCER or AFP Your current e-mail address. In the event that the last e-mail address that You have provided is not valid, or for any other reason is not capable of delivering to You the notice described above, PRODUCER's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

S. TERMINATION: These Terms of Use are effective until terminated by PRODUCER. You may terminate these Terms of Use at any time by discontinuing use of the Services and/or deleting Your account, however such termination in no way affects any rights granted to PRODUCER relating to Content that You may have submitted prior to termination, all of which shall remain in full force and effect and shall be governed by these Terms of Use. PRODUCER may immediately terminate these Terms of Use with respect to You (including Your access to the Services) in PRODUCER's absolute discretion including, without limitation, if You breach or fail to comply with any term or provision of these Terms of Use. Upon termination, You must cease use of the Services and destroy all materials obtained from such use and all copies thereof, whether made under these Terms of Use or otherwise. PRODUCER has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are infringers of copyright. Any fraudulent, abusive or otherwise illegal activity may also be grounds for termination of Your account, at PRODUCER's sole discretion, and You may be reported to appropriate law-enforcement agencies.

T. RELATIONSHIP OF THE PARTIES: If You are a director, officer or employee of PRODUCER, AFP, JLC, or their respective parent, subsidiary or affiliated companies or an immediate family member residing in the same household of any of the preceding persons, You

must disclose this relationship when You establish Your account, upload Your Content or otherwise use the Services.

You hereby appoint PRODUCER as Your agent with full power to enter into and execute any document and/or do any act which might be necessary to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms of Use. You agree that any submissions You make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between You and PRODUCER in any way.

U. TRADEMARKS & COPYRIGHT: AFP is a trademark of Johnny Lindy Company, LLC (d/b/a Vin Di Bona Productions) . The AFP website and its aggregate content, including all logos, look and feel, headers, images, content, language, and proprietary data and software are © 2024 Johnny Lindy Company, LLC (d/b/a Vin Di Bona Productions) . All rights reserved.

All of the AFP Services, trademarks, slogans, service marks, trade names, design including all logos, look and feel, headers, images, content, language, and slogans, data, and software are the proprietary property of AFP and JLC and/or AFP's partners, affiliates, licensors or licensees, and are subsequently protected by U.S. and international copyright laws. This Content cannot be used or copied without PRODUCER's written consent. To request permission, contact help@AmericasFunniestPeople.com. Framing or iFraming the website is strictly prohibited.

PRODUCER may change the Services or delete content or features at any time, in any way, for any reason. Except as PRODUCER specifically agrees in writing, or as stated otherwise herein, no content from the site may be used, reproduced, transmitted, distributed or otherwise exploited in any way or on any other site, nor as part of a derivative work, except, that where the site is configured to enable the download of particular content, You may download one copy of such content to a single computer for Your personal, noncommercial home use only, provided that You (a) keep intact all copyright and other proprietary notices, (b) make no modifications to, and do not rent, lease, loan, sell, distribute, copy (except to create a single copy for Your own back-up purposes), or create any derivative works based on the site or the content, in whole or in part, and (c) do not use the content in an unlawful manner or in a manner that suggests an association with any of PRODUCER's AFP'S, and/or JLC's or their partners or affiliates products, services or brands. Any business use, re-mailing or high-volume or automated use of the site is prohibited.

You acknowledge and agree that nothing in these Terms of Use shall have the effect of transferring the ownership of any copyrights, trademarks, slogans, service marks, trade names, trade dress or other proprietary rights in the Services or content or any part thereof to You or any third party, nor to authorize You to create derivative works based on the Content unless otherwise specifically authorized herein.

X. CLAIMS OF COPYRIGHT INFRINGEMENT: If you believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the "Take Down" Provision of the Digital Millennium Copyright Act ("DMCA") by providing AFP's Copyright Agent at help@AmericasFunniestPeople.com with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):
* A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
* 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;
* 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 the access to which is to be disabled, and information reasonably sufficient to permit PRODUCER to locate the material;
* Information reasonably sufficient to permit PRODUCER to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
* 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; and
* 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.

PRODUCER may at PRODUCER's election give You notice that AFP has removed or disabled access to certain material by means of a general notice on the site, electronic mail to a user's e-mail address in AFP's records, or by written communication sent by first-class mail to Your physical address in AFP's records. If You receive such a notice, You may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter notification must be a written communication that includes the following:
* Your physical or electronic signature;
* 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;
* A statement from You under the penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
* Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which AFP and/or Johnny Lindy Company, LLC (d/b/a Vin Di Bona Productions) may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

Y. CONSENT AND CHANGES TO THESE TERMS: By using the AFP Services, You consent to the terms outlined above. If there are changes to the AFP Terms of Use, PRODUCER will post those changes on this page. If You have questions about this policy, contact help@AmericasFunniestPeople.com.

Z. CONTENT OWNERSHIP ON WEBSITE: All content on the AFP website, excluding materials where authorship is clearly attributed to AFP (e.g., AFP's blogs and news pages), is created by AFP's members and PRODUCER takes no responsibility for the accuracy of reviews and other information. The community is self-policing. PRODUCER encourages its members to research the site and to report inappropriate content and any advertising language (commercial solicitation). At no time should a member post advertising content on their or others profiles. Violating this rule could result in Your profile being permanently deleted. Inappropriate content should be immediately reported to help@AmericasFunniestPeople.com.

There are a variety of places on the AFP website where members can post reviews, ratings, comments, and other content. Content should be honest and not defamatory or disparaging and should not infringe upon the intellectual property rights of third parties. Any form of spam or commercial solicitation is strictly prohibited. PRODUCER reserves the right to remove or edit Content as it deems necessary in its sole discretion. The community is self-policing, and inappropriate content can be reported at any time to help@AmericasFunniestPeople.com.

**AA. ARBITRATION; NO CLASS ACTIONS**

Except if you opt-out or for disputes relating to: (1) Your or PRODUCER's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); or (2) violations of provisions of the "Impermissible Conduct," clause above, you agree that all disputes between you and PRODUCER (whether or not such dispute involves a third party) with regard to your relationship with PRODUCER, including without limitation disputes related to these Terms of Use, your use of the Services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and PRODUCER hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor PRODUCER will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if PRODUCER is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either PRODUCER or You can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so properly, neither you nor PRODUCER can require the other to participate in an arbitration proceeding. To opt out, you must notify PRODUCER in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

Johnny Lindy Company, LLC (d/b/a Vin Di Bona Productions)
2029 Century Park East, Suite 1750
Los Angeles, California 90067

You must include your name and residence address, the email address and username you use for your AFP website account, and a clear statement that you want to opt out of this arbitration agreement.

This arbitration agreement will survive the termination of your relationship with AFP.

**BB. EXCLUSIVE RELEASE AND GRANT OF RIGHTS**

**Without in anyway limiting the foregoing or without limiting anything contained herein, the person who owns the Content, further agrees to the following:**

**(A MINOR OWNER MUST BE AT LEAST 16 YEARS OF AGE)**

In consideration of one or more of the following, such as the time and resources that AFP expends in evaluating the Content that You submitted to AFP, which is owned by You and/or in which You appear for possible inclusion in the Program or other PRODUCER use, for Your desire to gain exposure for Yourself and/or the Content, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You irrevocably grant to PRODUCER sole and exclusive ownership of all right, title and interest in and to the Content, (excluding any music owned by third parties, if any) regardless of the medium or method that You used to submit the Content to AFP, or the medium or method by which the recording was made.

Without limiting the foregoing grant of rights, You understand and agree that Your grant to PRODUCER specifically includes the exclusive right, license and permission to freely utilize and exploit the Content and/or any portion(s) thereof in any manner whatsoever. In addition You grant PRODUCER the right to use Your name, voice, likeness, biographical information, appearance and performance in and in connection with the Content and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). Your grant to PRODUCER includes use of Your Personal Rights and any use PRODUCER may make of the Content, including, without limitation, any use of the Content in and/or in connection with any version of the Program AFP, and/or any other program(s), format(s), production(s), compilation(s), service(s), licensing, and/or exploited as an individual clip or part of a larger compilation of clips or portions or elements thereof, commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to "America's Funniest People," and also includes, without limitation, the right to use the Content and the Personal Rights to publicize, advertise and promote the Content and/or any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including transmission by satellite and over the Internet (collectively the "Programs") in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video (including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.); theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions (including, without limitation, any sponsored or commercial use in connection with online banner, "preroll," "postroll," and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Content itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, and cell phones, tablets, etc.); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, "Commercial Rights"), all at PRODUCER's sole unlimited discretion. You also understand and agree that PRODUCER may sell, assign or license the rights hereunder (in whole or in part) to any third party in its sole discretion and without providing any further consideration to You.

You are aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Content and the Personal Rights (the "New Exploitation Rights"). You hereby grant and convey to PRODUCER without reservation,

any and all New Exploitations Rights in and to the Content and to the Personal Rights, regardless of whether or not You are currently aware of or can foresee such uses.

You understand that PRODUCER has not promised or given any assurances that You will receive any other compensation or as to whether or not the Content or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited. You also agree that in the event PRODUCER receives any inquiry from a government agency or process from a court with jurisdiction over PRODUCER or AFP in regard to the Content, its contents, and/or Your submission of the Content, PRODUCER may supply a copy of the Content and any information regarding the Content and its submission in response to such inquiry or process. Further, You agree that the Content may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which PRODUCER may in its sole absolute discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by PRODUCER in its sole discretion, if at all, PRODUCER may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Content, and they may use, adapt and modify the Content and/or the use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s) or otherwise at their discretion. You hereby expressly waive on Your behalf, and on behalf of Your heirs, executors, administrators and assigns, any so-called "moral rights," "droit moral" and any similar rights, laws and legal principles that may now or hereafter be recognized.

You hereby release, discharge and hold harmless PRODUCER, its subsidiaries, affiliates, employees, officers, principals and directors licensees, grantees, successors and assignees, the Program(s) broadcasters, ABC Television Network owned by American Broadcasting Companies ("ABC"), each of their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively "Releasees") from and against any and all claims, whether at law or in equity, that You may have at any time (whether or not You are aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from Your submission of the Content to AFP and the exploitation of any or all of the rights granted to PRODUCER hereunder, including, without limitation, the rights to the Content, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder; (ii) the public dissemination and/or distribution of the Content including, without limitation, any claim resulting from the piracy or other unauthorized distribution, duplication and/or display of the Content by third parties; (iii) the loss of the Content and/or the failure of the Content to be properly or timely displayed to the public for any reason including, without limitation, whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever; (iv) any Program preemptions (national and/or local, including, without limitation, the market in which You reside) and/or alternate airdates and times, if any, of any fully or partially pre-empted episodes which alternate airdates (if any) may or may not be announced in advance and may or may not draw the same number of viewers as the originally scheduled date and time; and/or (v) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

You understand and agree that all rights You may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar

common law or principle of similar effect, are hereby expressly waived. You acknowledge and understand that said section reads as follows:

> "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 SETTLEMENT WITH THE DEBTOR."

You acknowledge that You may hereafter discover claims in addition to the ones released in this agreement, and You hereby expressly release PRODUCER from any such unknown and/or unsuspected claims.

You understand that nothing shall require PRODUCER or AFP to include You, anyone affiliated with You or the Content in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within PRODUCER'S sole discretion. You acknowledge that, in the event of a breach of this agreement by PRODUCER or any third party, the damage, if any, caused to You thereby will not be irreparable or otherwise sufficient to entitle You to seek or obtain injunctive or other equitable relief. You acknowledge that Your rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and You will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Content or any allied rights granted herein with respect thereto, nor to revoke or otherwise impair any of the rights granted to PRODUCER herein.

**(i) You represent and warrant that the events in the Content purport to be spontaneous and not staged. If the events in the Content are not spontaneous or were staged, You will provide circumstances surrounding the events in the video in a separate document.**

**(ii) You affirm that You have never submitted nor granted any right to the Content to any other television or media entity, any website or internet service or operator/provider or to any third party, except, that to the extent You have submitted the Content to such a third party, You will provide PRODUCER with detailed information in a separate document.**

**You represent and agree that from the date of Your submission of the Content to AFP, You shall not ever submit, or attempt to grant any rights in or to the Content, to any other party including without limitation, any television or media entity, except by private transmission to Your family solely for their own private use with no other rights granted to the Content, and except to social media sites (e.g., YouTube and Facebook) for the sole purpose of posting on such social media site with no other rights in the Content granted to such site, and subject to PRODUCER's rights to remove or have removed the Content pursuant to the Rules. If requested by PRODUCER, You will use Your best efforts to remove the Content (and revoke or rescind any rights to the Content previously granted) from any other website or television program or any other media outlet or where You are aware that the Content is posted. You have not and agree not to take any action that will impair the rights granted to PRODUCER. You acknowledge and agree that PRODUCER or AFP may at any time eliminate or disqualify any Content from any use based on rights previously granted or prior exhibition.**

**You represent and warrant that You have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the acceptance of payment of money or other consideration for the inclusion of matter in a program a criminal offense in violation of Section 507.**

You represent and warrant that:

(1) a) You are the sole and exclusive owner of the Content because (i) You shot the Content or (ii) You are the submitter of the Content and the shooter of the Content has transferred all copyright in the Content to You; b) You have the full right and authority to enter into this agreement and to grant all rights granted herein; and c) You have not granted to any third parties any rights to the Content except as specifically disclosed in writing in this Release or as disclosed in writing to PRODUCER and You agree that You will not take any action to impair the rights You are granting hereunder;

(2) the making, exhibition, distribution and/or other exploitation of the Content in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of Your or their privacy or right of publicity;

(3) You have not falsely identified any individual involved in the shooting of the Content or any individual whose appearance or voice is incorporated in the Content;

(4) You have obtained all necessary consents and permissions required for PRODUCER to exploit the rights granted to it hereunder including, inter alia, any and all intellectual property rights of third parties, all personal appearance/privacy consents and or releases of anyone identifiable in the Content, all location rights and/or releases, and any other rights and/or releases necessary for PRODUCER to fully exploit the rights granted hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which You provide to AFP contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted hereunder pursuant to such consents and/or releases; and

(5) the Content and its use by PRODUCER does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG-AFTRA, the WGA, etc.).

**You hereby agree to indemnify, defend and hold PRODUCER and its subsidiaries, parents, affiliates, licensees, grantees, successors and assignees, the Program(s) broadcasters, ABC, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means; b) the use by Releasees of any of the rights and permissions You have granted herein; c) and any act or omission by You in connection with Your submissions or application for or an appearance in the Program.**

You represent that You are not (and to the best of Your knowledge, that any person appearing in the Content is not) a candidate for public office and will not become such a candidate for Eighteen months from the date You submit the Content.

You understand and agree that PRODUCER may assign its rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. You understand and agree that You may not grant or purport to grant to any third party the rights

granted to PRODUCER under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of California. Except for certain types of disputes described in the arbitration section of the Terms of Use, You hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of California located in the County of Los Angeles, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Content, and/or to any rights granted hereunder

You agree to execute any additional documents which PRODUCER may from time to time submit to You to evidence, establish, maintain, protect, enforce or defend PRODUCER's exercise and full exploitation of any of the rights You have granted herein including without limitation, all right, title and interest in and to the Content or any portion or element thereof. If You fail to execute and deliver such documents, IT NO WAY INVALIDATES THE RIGHTS GRANTED HEREIN and further, You hereby appoint PRODUCER as Your attorney-in-fact, with full right of substitution and delegation, to execute any such documents in Your name and on Your behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

You shall be responsible for and warrant that You will pay all local, state and federal taxes in connection with any compensation paid to You, if any, in connection with the Program(s). You release PRODUCER, AFP its, licensees, successors and assigns from all liability for any such taxes. You may deduct or require payment of any such tax before delivery of any compensation paid to You, if any.

This agreement constitutes the entire understanding between You and PRODUCER, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by PRODUCER and You. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

You declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by You in this agreement are true and correct, that the name below is Your legal name, and that the signature below is Your legal signature.

You understand and are bound by all terms contained in this agreement. Further, You understand that neither PRODUCER nor AFP would further evaluate the Content without this agreement and that should PRODUCER or AFP include the Content or any portion thereof in any Program(s) or exercise any other rights granted hereunder, it will be doing so in reliance on this agreement.

**(A MINOR OWNER <u>MUST BE AT LEAST 16 YEARS</u> OF AGE)**

**<u>IF YOU, THE OWNER OF THE CONTENT, ARE BETWEEN 16 AND 18 YEARS OF AGE, YOU MUST HAVE YOUR LEGAL GUARDIAN READ AND AGREE TO THE FOLLOWING</u>:**

I, the parent or legal guardian (referred to as "I" or "Guardian") represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the "Minor") (who is a User of the Services) and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. I, both individually and on behalf of

the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement. As a material part of the consideration inducing PRODUCER to enter into the foregoing agreement with the Minor for use of the Content and the possible benefits arising therefrom, I hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If PRODUCER elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by PRODUCER, further agree to cooperate with PRODUCER to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including attorneys' fees which may arise from the breach or alleged breach by Minor or Guardian of the foregoing.

THE PARENT OR LEGAL GUARDIAN OF THE MINOR SUBMITTING THE CONTENT HAS READ AND AGREES TO THE FOREGOING.

---

**While You may be requested to complete additional documents in connection herewith, any failure to complete such documents as so requested by PRODUCER or its associates in no way limits, voids, relinquishes, modifies, or diminishes the rights herein granted.**

**THIS IS A LEGAL DOCUMENT. YOU AGREE THAT, SUBJECT TO THE TERMS HEREIN, YOU ARE EXCLUSIVELY TRANSFERRING ALL YOUR RIGHTS IN THE SUBMITTED CONTENT TO THE PRODUCER OF AMERICA'S FUNNIEST PEOPLE, ITS PARENTS, AFFILIATES AND/OR ASSIGNS, IN PERPETUITY, IN ALL MEDIA, THROUGHOUT THE UNIVERSE.**

**By clicking "SUBMIT" You agree that You have read the above and agree to the terms therein.**