

## **Information on Terms of Use**

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### **DESCRIPTION OF SERVICES.**

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If any of the services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify CRISANTWEB DEVELOPMENT immediately of any unauthorized use of your account or any other breach of security. CRISANTWEB DEVELOPMENT will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by CRISANTWEB DEVELOPMENT or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

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## **USE OF SERVICES**

The services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "communication service" and collectively "communication services"). You agree to use the communication services only to post, send and receive messages and material that are proper and, when applicable, related to the particular communication service. By way of example, and not as a limitation, you agree that when using the communication services, you will not:

- Use the communication services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
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### **What is copyright?**

Copyright law protects original works, such as websites, books, music, paintings, photos and video. A work is original if it contains some elements you created and did not borrow from others. Typically, when you create an original work, you own the copyright. As the copyright owner, you can control how others use your work. For example, if you write a movie script, you have the right to, and can prevent others from, copying your script, sharing it with others (distributing it), making a movie or book from your script (a derivative work), or publicly performing your script as a play or movie. You also have the ability to sell or give away these rights.

In other words, you could sell the right to make a movie based on your script to a movie studio.

If you use someone else's copyrighted materials without permission, that use generally violates the copyright owner's exclusive rights, and is copyright infringement. So if you create a new work and include parts of other people's works in it (such as an existing photo, lengthy quotes from a book or a loop from a song), you must own or have permission to use the elements you borrow. For example, if your script is based on an existing popular series, you should obtain permission to use the elements you borrow from the series.

Copyright law is different from the law of personal property. If you buy a physical object, such as a movie on DVD, you own the physical object. You do not, however, obtain ownership of the copyrights (the rights to make copies, distribute, make derivatives and publicly perform or display) in the content of the movie. The fact that you have obtained physical possession of a DVD does not automatically grant you the right to copy or share it.

If you make your own movie, it may include many copyrighted works in it. So, if you decide to make a movie based on your script, you must either create all elements of it on your own, or have permission to use the elements you borrow. Especially keep in mind that photos or artwork hanging on the walls of your sets and music on the soundtrack (even if you own the CD or MP3) may be copyrighted. You should not include copyrighted works such as these in your movie without authorization.

## **A few other things to keep in mind are:**

1. Just because a work does not include a copyright notice (e.g. © 2007-2009 CRISIANWEB DEVELOPMENT) does not mean the work is in the public domain. Copyright notices are generally not required for works to be protected by copyright.
2. Just because a work is easily available on the internet or elsewhere does not mean you may use the work freely. Look for terms of use, such as Creative Commons, that explain how works you find on the internet may be used.

## **Isn't it in the public domain?**

Just because a work is freely available, does not mean it is in the public domain. Copyright is for a limited term; it does not last forever. In the copyright context, public domain means the copyright term has expired. Once a work is in the public domain, it may be freely used without permission from the copyright owner.

Determining the term of copyright can be complex, particularly because copyright laws vary from country to country. Also, even if the copyright on a work has expired, you should be careful about how you use a public domain work. For example, a book may be in the public domain, but it might not be ok to scan the book cover to cover and post it on the internet. This is because the particular version of the book may contain new copyrightable material that is not in the public domain, such as cover art or footnotes.

## **What about fair use?**

In limited situations, you can use copyrighted works without permission from the copyright holder. It can be difficult to figure out whether use of copyrighted works without permission is legal, though, because the laws in this area are often vague and vary from country to country.

The copyright law has a doctrine called "fair use". Fair use provides a defense to copyright infringement in some circumstances. For example, fair use allows documentary filmmakers to use very short clips of copyrighted movies, music and news footage without permission from the copyright owner. Fair use is a difficult concept because determining whether something is a fair use involves weighing four factors. Unfortunately, weighing the fair use factors rarely results in a clear cut answer.

Rather than applying a fair use test, many other countries have specific exceptions to copyright infringement. The number and type of exceptions vary by country, but they frequently allow copyrighted materials to be used without permission from the copyright holder for activities such as nonprofit research, teaching, news reporting, or private study.

If you incorrectly decide that something is a fair use or falls into an exception to copyright infringement, you could be held criminally and civilly liable and have to pay damages. We suggest you talk to a lawyer if you have questions regarding fair uses of copyrighted works.

## **What happens if you upload copyrighted materials to one of our websites without permission?**

By law, we are required to take down videos, music, photographs or other content you upload onto a website hosted by CRISANTWEB DEVELOPMENT if we learn that it infringes someone else's copyright. If you believe that we have mistakenly taken down content you uploaded that you own or have permission to upload, you can also let us know that. Finally, if you upload infringing content repeatedly, we will terminate your account and you could face criminal and civil penalties. So please, respect other people's copyrights.

## **What if my stuff is on a CRISANTWEB DEVELOPMENT websites without my permission?**

If you believe that anything on a website hosted by CRISANTWEB DEVELOPMENT infringe your copyright, let us know. Just provide us with the information requested here and we will see that your copyrighted works are taken down.

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