

# PHE TV ONLINE VIDEO SUBMISSION TERMS

This is the official Video Submission Agreement (“Agreement”) for [www.pheent.com](http://www.pheent.com) & Phenomenal Entertainment, LLC. (collectively, “We,” “Us,” “Ours,” or “Our”. Please read carefully as it shall confirm your rights and responsibilities.

By submitting to us any URL link or Video (“User Content”), by web-based form, e-mail, or other sharing method, you certify, represent and acknowledge that you wholly own the User Content or have the sole and exclusive right to permit Phenomenal Entertainment, LLC. and its parents, members, managers, directors, shareholders, partners, representatives, subsidiaries, affiliates, sponsors, successors, assigns, heirs and licensees, to use, edit, publish and otherwise exploit your User Content and your name in connection with your User Content without any obligation or liability to you or any other party whatsoever. You shall be solely responsible for your User Content and the consequences of submitting and publishing your User Content.

When you provide us with your User Content, you give Phenomenal Entertainment, LLC. a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, right and license to exercise any and all copyright, trademark, publicity and database rights that you have in the User Content in any and all formats or media now known or hereafter devised in the future. You further hereby grant to us the non-exclusive, irrevocable and unconditional right and license to describe, relate, broadcast, exhibit, transmit, publish, use, monetize, distribute and/or exploit your User Content in any such manner as we shall elect, in whole or in part, on the internet, in print and electronic form, in merchandising, publicity and advertising, or in any other media now known or hereafter created or devised throughout the universe in perpetuity. For the avoidance of doubt, this shall include, without limitation, the right to submit and license (and sublicense) your User Content to third-parties including, but not limited to, television broadcast networks, cable stations, pay, pay-per-view, satellite or free television networks, television syndicators, home video distributors, podcast/mobisode distributors, or any other third-party distributor (“Third Parties”) for the further exploitation of your User Content in any format or media. You agree that we and the Third Parties shall have the right to edit, change, add to, take from, rearrange, vary, embellish, alter, modify, revise, duplicate, translate, reformat and/or reprocess your User Content in any manner we or the Third Parties may in their sole discretion determine and to use it as we or the Third Parties in their sole discretion may determine and to make derivative works of the same, in whole or in part, without notifying you and without obligation to you. You waive any right to inspect or approve the final display or other exploitation of your User Content now or in the future, whether that use is known to you or unknown, and you waive any right to royalties or any other compensation arising from or related to the use of your User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing the same. In connection with your User Content, you affirm, represent, and/or warrant that: (i) you are over 18 years of age, and that you have the right and ability to enter into this Agreement and agree to the terms stated herein; (ii) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by Phenomenal Entertainment, LLC. and these terms of use, without the consent of any third parties; (iii) you have not exclusively granted or assigned or otherwise transferred the rights in and to your User Content to any third parties; (iv) there are no claims, litigation, or other proceedings pending or threatened which could in any way impair, limit or diminish the rights in and to the User Content granted hereunder; (v) if any minors appear in the User Content, I am the mother, father or duly appointed guardian of such minors or have the irrevocable permission of the parents or duly appointed guardian(s) of such minor(s) to grant the rights in and to the User Content set forth herein; (vi) you are granting the rights in and to the User Content granted hereunder with the knowledge and understanding that we or the Third Parties may incur

substantial expense in reliance thereon; and (vii) uploading or posting User Content shall constitute my signature and acceptance of this Agreement and these terms and have the same effect as if you had signed such an Agreement containing these terms and, upon request, you agree to sign a non-electronic version of this Agreement containing these terms and, until such time, a printed version of this Agreement shall be admissible in judicial, administrative or arbitration proceedings based upon or relating to this Agreement and these terms to the same extent and subject to the same terms and conditions as other business documents and records originally generated and maintained in printed form.

Phenomenal Entertainment, LLC. does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content. You understand and acknowledge that we do not guarantee any confidentiality with respect to any of your User Content. Phenomenal Entertainment, LLC. does not permit copyright infringing activities and infringement of intellectual property rights on any of its websites, and we will remove all User Content if properly notified that such User Content infringes on another's intellectual property rights. Phenomenal Entertainment, LLC. reserves the right to remove User Content in its sole discretion and without prior notice to you, and without any refund or other compensation.

IN NO EVENT SHALL PHENOMENAL ENTERTAINMENT, LLC., 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 USER CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR SUBMISSION OF USER CONTENT TO US, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF ANY AND ALL OF YOUR PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION, AND/OR (IV) ANY ERRORS OR OMISSIONS IN ANY USER CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY USER CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT YOU ARE ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN YOUR APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR USER 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.

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Phenomenal Entertainment, LLC. 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 ds9documentary.com; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party. This defense and indemnification obligation will survive your use of Phenomenal Entertainment, LLC.