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Last updated: June 18, 2025

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- impersonate or misrepresent your affiliation with another person or entity;
- plan or engage in any illegal, fraudulent, or manipulative activity;
- provide Material that contains a virus or other harmful or disruptive content, or that could disrupt or interfere with our Site or the networks or servers connected to the Site;
- engage in activity that transmits unauthorized or unsolicited advertising, spam, chain letters, or any other form of solicitation; and/or
- engage in any activity that violates any local, state, national or international law, ordinance or regulation, or that gives rise to civil or criminal liability.

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- your address, telephone number and email address;
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- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To notify us of an alleged copyright infringement, please contact:

Name: Michael Yarbro

Address: 11150 West Olympic Blvd., Suite 980, Los Angeles, CA 90064

Phone: (310) 358-9020 ext. 113

Email: <u>myarbro@producersguild.org</u>

4. Account Creation and Security. You may need an account in order to use some of the functionality of the Site. The creation of an account may include our collection of your Personal Information, as set forth in our Privacy Policy. If you provide Personal Information relating to another person or company, you are responsible for obtaining any necessary consent from that person or company before providing the information to us. The PGA is not responsible for obtaining such consent. To protect your account, please keep your username and password confidential. You are responsible for all activity that takes place on or through your account and for all information, including Personal Information about you or others that you provide whether in draft or final/completed form. If you learn of any unauthorized use of your username, password or account, please notify the PGA at legal@producersguild.org and take the appropriate steps to reset your password.

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- 7. **Unlawful Activity.** If you violate the provisions of these Terms of Use, we reserve the right to suspend or terminate your use of the Site, seek any and all legal and equitable remedies against you, and take other action that we deem necessary and appropriate, including, without limitation, reporting suspected unlawful activity to legal authorities, regulators or other such third parties and disclosing your Personal Information, usage history, posted Materials, IP addresses and other Site traffic information to them as we deem necessary.
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- 13. **Governing Law and Jurisdiction.** You acknowledge and agree that the Terms of Use shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. You hereby submit to exclusive jurisdiction in the federal and state courts of California, and you agree to expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.
- 14. Notices and Contact Information. You acknowledge and agree that we may contact you either

through the Site or via the contact information you provide (e.g. email, phone number, mailing address). You agree to keep your contact information current.

15. **General.** If any part of these Terms of Use is held to be invalid or unenforceable, such part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the PGA, and the remaining provisions shall be enforced. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Any failure of ours to act with respect to a breach by you or others of these Terms of Use does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter thereof. The provisions of this Agreement will survive termination or expiration to the extent necessary to carry out the intentions of the parties.