TERMS AND CONDITIONS OF USE

YOUR USE OF THIS SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE.

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Welcome to www.producersguild.org (the "Site"). Your use of the Site, including the PGA Member Hub and other Interactive Features, is subject to these Terms and Conditions of Use ("Terms of Use"). These Terms of Use constitute an agreement between you and the Producers Guild of America ("PGA," "we," "our," or "us"). By accessing or using the Site, creating an account, or selecting an option indicating your acceptance, you agree to these Terms of Use. If you do not agree, you should not access or use the Site. If you are using this Site on behalf of a third-party, you represent that you are authorized to accept these Terms of Use on that third-party's behalf.

Certain features of the Site, including the PGA Member Hub, may also be subject to additional policies or guidelines, including the PGA Member Hub Community Guidelines ("Community Guidelines"). Those policies and guidelines are incorporated into these Terms of Use where applicable.

Membership in PGA, including eligibility, membership rights and obligations, an d other matters relating to membership, may be subject to separate membership policies, agreements, bylaws, or other terms provided to members or applicants. Nothing in these Terms of Use changes the rights or procedures applicable to PGA membership under the PGA's Bylaws or Member Policies.

1. **License.** As a user of the Site you are granted a limited, nonexclusive, nontransferable, revocable license to access and use the Site and its content in accordance with these Terms of Use. We may suspend or terminate this license, or change or discontinue any aspect, feature, or service of the Site as permitted by applicable law and these Terms of Use. We may update these Terms of Use from time to time. If we make a material change, we will provide reasonable notice, such as by email, through the Site, or when you next log in, as appropriate. Where applicable law requires your consent, we will obtain it.

2. **Limitations on Use.** The content on this Site is for information and personal use only and not for commercial exploitation. Users must be at least 18 years of age or have parental or guardian consent to use this Site. Those under the age of 18 may not create an account, use account-based functionality, or submit Personal Information to our Site (see Privacy Policy).

   Your use of our Site must comply with **t**hese Terms of Use, the Community Guidelines where applicable, and other applicable PGA policies.

   You may **not**:

   - copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Site, except to the extent expressly authorized herein or by law;
   - reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or its content or use any network monitoring or discovery software to determine the architecture of the Site, or to extract information about usage or users;
   - use any robot, spider, algorithm, other automatic device, or manual process to access, monitor or copy our Site or its content (except to the extent necessary for public search engines to create searchable indices);
   - record PGA calls, videoconferences, webinars, or programs without express consent from PGA and,

where required, the consent of other participants;
- provide any Material that you do not have permission, right or license to provide;
- provide content prohibited by the Community Guidelines or content that is unlawful, fraudulent, threatening, harassing, deceptive, or otherwise violates the rights of another person;
- provide Personal Information or otherwise private or confidential information belonging to others without first obtaining their necessary consent or otherwise having a lawful right to disclose it;
- collect, scrape, download, copy, or use member profile, directory, contact or other personal information for unauthorized marketing, solicitation, data aggregation, profiling, or other purposes unrelated to legitimate professional or Guild activity.
- 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.

Should you violate any of these provisions, you agree that you shall be solely liable for any damage resulting therefrom.

3. **Materials**. You retain ownership of any intellectual property rights you hold in Materials that you submit to the Site. You represent that you have the rights and permissions necessary to submit your Materials.

   You should not submit information to a public or shared area of the Site that you expect to remain confidential. Material shared through private groups or private messaging remains subject to the access, moderation, security and disclosure provisions described in these Terms of Use and Privacy Policy.

4. **Intellectual Property:** You acknowledge that the Site is protected by copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary rights and laws. Unless otherwise indicated, all names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, trade dress and service names included in the Site (hereinafter "Marks") are trademarks of the PGA, or our licensors, sponsors or suppliers, and are protected by the intellectual property laws of the United States and/or other countries. Except as permitted by law or expressly authorized by the applicable rights holder, you may not reproduce, modify, distribute, publish, or commercially exploit the Site's content. In the event of any permitted copying, redistribution or publication of copyrighted Material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You do not acquire ownership rights to any Materials posted on or viewed through the Site. The posting of information or Materials on the Site does not constitute a waiver of any right in such information.

   PGA respects the rights of copyright owners. If you believe that your work appears on our Site in a way that constitutes copyright infringement, please provide our copyright agent with the following information (consult your legal counsel and/or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

   - an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed;
   - a description of the copyrighted work that you claim has been infringed;
   - a description of where the Material that you claim is infringing is located on our Site, and information reasonably sufficient to permit us to locate the Material;

- your address, telephone number and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 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:	myarbro@producersguild.org

PGA may remove or disable access to material in response to a valid copyright notice and may terminate, in appropriate circumstances, the Site accounts of users who are repeat infringers. If your Material is removed in response to a copyright notice, you may have the right to submit a counter-notification as provided by the Digital Millennium Copyright Act.

5. **Account Creation and Security.** You may need an account to use features of the Site. Certain portions of the Site may be available only to PGA members, applicants, or other authorized users. The creation of an account may require you to provide Personal Information, which we handle as described 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. The PGA may also suspend access when reasonably necessary to protect account security, investigate suspected misuse, or comply with legal obligations.

6. **Interactive Features; User Conduct.** The Site may include interactive features, including user profiles, forums, messaging, comments, and other functionality that allows users to communicate with PGA and/or with one another (collectively, "Interactive Features"). You are solely responsible for your use of the Interactive Features and for all content, information, communications, files, images, links, and other materials that you submit, post, transmit, or otherwise make available through the Site (collectively, "Materials").

   You represent that you have the rights and permissions necessary to submit your Materials and that doing so does not violate these Terms of Use, the Community Guidelines, applicable law, or the rights of others.

   You agree to use the Interactive Features only for their intended purposes and in compliance with these Terms of Use, all applicable laws, and Community Guidelines.

   The PGA does not endorse, independently verify, or guarantee the identity, credentials, qualifications, statements, or conduct of users, or the accuracy or reliability of Materials. You are responsible for evaluating your interactions with other users, including communications through direct messaging, and any decisions or arrangements arising from those interactions.

The PGA may, but is not obligated to, monitor, review, preserve, restrict, remove, or disable access to Materials or communications transmitted through the Site, including in response to reports of violations of these Terms of Use or the Community Guidelines, security concerns, legal requirements, or other circumstances that PGA determines appropriate, subject to applicable law and our Privacy Policy. The PGA may also restrict or terminate a user's access to messaging or other Interactive Features in accordance with these Terms of Use and applicable law. Such restrictions are separate from formal PGA discipline, which remains governed by the PGA's Bylaws and applicable membership policies.

If you believe that another user has violated these Terms of Use or the Community Guidelines, or has engaged in threatening, harassing, fraudulent, unlawful, or otherwise inappropriate conduct through the Site, you may report the matter to PGA at legal@producersguild.org. The PGA may investigate reports in its sole discretion but does not guarantee that it will take any particular action or that any reported content or account will be removed.

7. **Grant of License to Use Material You Provide.** By providing Material to the PGA, you ugrant PGA, and represent and warrant that you have the right to grant a non-exclusive, perpetual, irrevocable, royalty-free right and license to use, publish, reproduce, modify, edit, redact, translate, distribute, sub-license and otherwise use such Material in any form, media or technology now known or hereafter developed for our legitimate business purposes consistent with the terms of our Privacy Policy, as applicable. You also agree that your provision of Material to the PGA shall not impose any obligation on the PGA, whether of attribution, compensation, or otherwise, unless specifically agreed to by PGA. **Please do not provide to PGA any unsolicited scripts, treatments, pitches or other such material. You understand and agree that the PGA is not obligated to review, use or respond to any such material, is not responsible for the protection of any such material, and may choose to discard any unsolicited material without any liability whatsoever**.

8. **Financial/Billing Information.** We use third-party payment processors to bill and/or process payments that you make through our Site for services and/or products including, without limitation, membership, events, programs, applications for O-1 or O-2 advisory opinions, sponsorships, donations and/or merchandise. Payment information may be collected, processed, stored, or tokenized by the PGA's authorized payment service providers in accordance with their applicable terms and privacy practices. The PGA may receive and retain limited transaction information, payment identifiers, and billing records as reasonably necessary to administer payments, maintain financial records, resolve disputes, and comply with applicable law. By submitting a payment, you authorize the PGA and its authorized payment service providers to charge the payment method you select for the amount disclosed at the time of the transaction, including any applicable fees.

   Saved Payment Methods. You can add, delete or modify at any time your saved payment methods through the available payment settings. Saving a payment method does not, by itself, enroll you in automatic renewal or authorize recurring charges.

   Automatic Renewal. If you separately enroll in automatic renewal, you authorize the PGA to charge your designated payment method for applicable recurring membership dues and any other charges expressly included in notices of amount and frequency disclosed to you, until you cancel. The PGA will provide any required disclosures, acknowledgements, renewal reminders, and notices of material changes in accordance with applicable law. You may cancel automatic renewal through the available payment settings or any other cancellation method provided by the PGA. Cancellation will prevent future automatic renewal charges, subject to the applicable billing terms and any legally required cancellation rights. Cancellation of automatic renewal does not, by itself, terminate PGA membership or eliminate outstanding payment obligations

   Payment Failures. If a payment cannot be processed, the PGA or its payment service providers may notify you, request updated payment information, or attempt to process the payment again as permitted

by applicable law and the applicable payment authorization. The PGA may restrict access to paid services or benefits for unpaid amounts, subject to its applicable membership policies and governing documents.

Refunds. Except as otherwise required by applicable law or expressly provided in the applicable terms for a particular service, we have no automatic obligation to provide refunds or credits. Requests for a refund or credit will be evaluated on a case-by-case basis in our sole discretion.

The PGA may change payment service providers from time to time. Payment transactions may also be subject to the applicable terms and privacy policies of those providers.

9. **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.

10. **Links to Third-Party Sites.** Links to other third-party sites may be available on our Site. Inclusion of any third-party site on this Site is for convenience only, and does not constitute our approval or endorsement of the third-party site or the products, services or opinions contained therein. Such third-party sites may contain information that is illegal, or that some people may find offensive or inappropriate. You acknowledge that we do not control, monitor, or review the content from third-party sites, and are not responsible for the accuracy, legality, decency, or any other aspect of the contents or transmissions given or received through such sites. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products or other materials on or available from any third-party sites. Your provision of information, including Personal Information, to third-party sites is at your own risk and subject to the policies and procedures of the owners of such sites. We encourage you to read the terms of use and/or privacy policies on such sites before providing them with your information. Links to external websites do not necessarily indicate that you are leaving a PGA-operated service, and the presence or absence of an external-link notification does not alter the applicability of these Terms of Use or any third-party terms.

11. **Disclaimer.** YOUR USE OF THIS SITE IS AT YOUR OWN RISK. PGA DOES NOT WARRANT OR GUARANTEE THE ADEQUACY, COMPLETENESS, ACCURACY, CURRENCY, OR AVAILABILITY OF THE SITE OR ITS CONTENT, OR THAT THE SITE OR CONTENT WILL BE ERROR-FREE, VIRUS-FREE, OR FREE FROM OTHER HARMFUL COMPONENTS. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, PGA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

12. **Limitation on Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PGA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS (the "PGA PARTIES") WILL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR USE OF THE SITE, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF THE PGA PARTIES (REGARDLESS OF THE FORM OF

ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF $100 OR THE AMOUNT YOU HAVE PAID TO PGA FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH SUCH LIABILITY AROSE, AND SUCH AMOUNTS SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST THE PGA AND ANY AFFILIATED PARTY. NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED, INCLUDING LIABILITY ARISING FROM FRAUD, WILLFUL MISCONDUCT, OR OTHER CONDUCT FOR WHICH LIMITATION IS PROHIBITED BY APPLICABLE LAW.

13. **Indemnification.** You agree to indemnify, defend and hold harmless the PGA Parties from all claims, demands, losses, costs, expenses, obligations, liabilities, damages and deficiencies, including interest, penalties and attorneys' fees, that may be asserted against or incurred by the PGA and/or the PGA Parties at any time by a third party due to, resulting from, or arising in connection with your use of the Site or your violation of any law or rights of any third party. You will cooperate as fully as reasonably required in the defense of a claim, etc. against the PGA and/or the PGA Parties. PGA and the PGA Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any such matter without the written consent of PGA and/or the PGA Parties.

14. **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.

15. **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.

16. **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.