

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

|                                  |             |   |                               |
|----------------------------------|-------------|---|-------------------------------|
| <hr/>                            |             | ) |                               |
| VIACOM INTERNATIONAL INC.,       |             | ) |                               |
| COMEDY PARTNERS, COUNTRY MUSIC   |             | ) |                               |
| TELEVISION, INC., PARAMOUNT      |             | ) |                               |
| PICTURES CORPORATION, and BLACK  |             | ) | ECF Case                      |
| ENTERTAINMENT TELEVISION         |             | ) |                               |
| LLC,                             |             | ) |                               |
|                                  | Plaintiffs, | ) | Case No. 1:07-cv-02103 (LLS)  |
|                                  |             | ) |                               |
|                                  | v.          | ) |                               |
|                                  |             | ) | <b>DECLARATION OF ZAHAVAH</b> |
| YOUTUBE, INC., YOUTUBE, LLC, and |             | ) | <b>LEVINE</b>                 |
| GOOGLE INC.,                     |             | ) |                               |
|                                  |             | ) |                               |
|                                  | Defendants. | ) |                               |
|                                  |             | ) |                               |
| <hr/>                            |             | ) |                               |

I, Zahavah Levine, declare as follows:

1. I am currently Associate General Counsel of Google Inc. ("Google"). Prior to Google's acquisition of YouTube, Inc. ("YouTube"), I was General Counsel and Vice President of Business Affairs of YouTube. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently to them.

2. I have been a practicing attorney for fourteen years, and have spent most of my career practicing copyright law, first in private practice and then as in-house counsel to various companies. I have devoted the better part of my professional life to working hand-in-hand with major media companies on copyright licensing and copyright protection strategies.

3. In February 2006, I was contacted by Chris Maxcy at YouTube and asked to consider joining the company as its first in-house lawyer and its general counsel. Given my existing working relationships with some of the largest copyright holders in the world, I naturally inquired about YouTube's views regarding copyright protection during the interview process. The

company's founders Chad Hurley and Steve Chen, and a board member, Roelof Botha, explained YouTube's philosophy on this issue. They each strongly impressed upon me that neither they nor YouTube had any interest in growing the company or profiting by virtue of the presence of materials on the service that infringed others' copyrights. Each assured me that I would be given substantial resources and broad discretion to enable the company and copyright holders to combat the unauthorized uploading of videos to the YouTube service, and that they supported those efforts.

4. Since joining YouTube in March 2006, I have spent the considerable majority of my time – thousands upon thousand of hours – working with the company's executives, engineers, business development teams, product designers and staff as well as countless partners and users to minimize the incidence of unauthorized copyrighted material on the service, while ensuring that YouTube remained a vibrant platform for users around the world to share their own videos. During my tenure, YouTube and its parent company Google, have invested many millions of dollars on technologies and teams of employees directed to that end.

#### YouTube's User Education

5. A key component of YouTube's approach to protecting copyright holders is to educate its users. Through multiple means, YouTube warns users that they are prohibited from uploading to the site any copyrighted content to which they do not hold the rights, and strives to teach users how to abide by that prohibition.

6. Before being permitted to upload a video to the site, an individual must first register for our service. As part of the registration process, users must affirmatively accept YouTube's terms of use agreement. A true and correct copy of our current terms of use agreement is located at <http://www.youtube.com/t/terms> and is attached to this declaration as Exhibit 1. Virtually every page of the site contains a direct link to this agreement. It emphasizes YouTube's explicit prohibition on users' uploading copyrighted material that they do not have the right or authorization to share:

**In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise**

**subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein.**

YouTube's terms of use agreement also makes clear that:

YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice.

These terms of the user agreement (and the condition that they be accepted before a user can upload a video) have been in force in essentially the same manner since YouTube's public launch in December 2005. True and correct copies of our December 2005 and January 2007 terms of use agreements with users are attached to this declaration as Exhibit 2.

7. YouTube also prominently features "Community Guidelines" for the service which are incorporated as part of its terms of service agreement and reinforce the message:

Respect copyright. Only upload videos that you made or that you are authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations. Read our [Copyright Tips](#) for more information.

A true and correct copy of the current Community Guidelines page is attached to this declaration as Exhibit 3. YouTube's Community Guidelines, also at times called the "Code of Conduct," have contained essentially the same directives regarding copyright matters since they were added to the site in October 2006. True and correct copies of the October 2006 Community Guidelines and January 2007 Community Guidelines are attached to this declaration as Exhibit 4.

8. Beyond the express agreement YouTube obtains from users and the warnings contained in that agreement and the Community Guidelines, each time a user seeks to upload a video, YouTube explicitly reminds them, via multiple messages prominently displayed in the upload process, that they are prohibited from uploading copyrighted content unless they have the

right or authorization to do so. That warning is displayed in a highlighted box right next to the upload button on the “Video Upload” screen a user must view to upload a video. It reads:

**Important: Do not upload any TV shows, music videos, music concerts, or commercials without permission unless they consist entirely of content you created yourself.**

The Copyright Tips page and the Community Guidelines can help you determine whether your video infringes someone else's copyright.

By clicking "Upload Video", you are representing that this video does not violate YouTube's Terms of Use and that you own all copyrights in this video or have authorization to upload it.

A true and correct copy of the page a user encounters to upload a video is attached as Exhibit 5. The same message appears again on the screen where users are asked to provide descriptions of videos they have uploaded. YouTube has displayed equally prominent and direct warnings to users uploading videos to the service since my arrival at the company. For example, attached as Exhibit 6 to this declaration are true and correct examples of warnings provided to users during the YouTube upload process as of January 2007.

9. On our “*Copyright Tips*” page, located at [http://youtube.com/t/howto\\_copyright](http://youtube.com/t/howto_copyright), we give users considerable practical guidance on copyright basics and again describe the consequences to users of copyright infringement on the site. That same page provides links to even more information we prepare so that users can “*Learn More About Copyright*,” including answers to questions such as “*How do I know what is copyrighted?*” and “*What will happen if I upload infringing content?*” A copy of this page is attached to this Declaration as Exhibit 7.

10. YouTube also dedicates an area of the “Help” section of its website to providing users and content owners alike with information about copyright issues and YouTube’s approach regarding copyrighted material. A true and correct copy of this “Help” page <http://www.google.com/support/youtube/bin/topic.py?topic=10554> is attached hereto as Exhibit 8.

#### User Verification

11. Another step YouTube takes to deter infringing activity on the site (which has been in place since I arrived at the company) is to require that users submit a valid and working email

address to the company before the user may upload any video. YouTube verifies the accuracy of the email address provided by sending an email to the address and requiring the user to respond to it. Only after the validity of the email address is verified may the user upload a video to the service. By requiring verified email addresses, YouTube can ensure there is a mechanism to warn users of improper use of the service, and more readily hold them accountable for such use by, for example, terminating their account.

12. To further minimize the incidence of unauthorized copyrighted material on the site YouTube has, since March 2006, limited the duration of videos uploaded by ordinary users to ten minutes in length to prevent users from uploading a video file consisting of an entire television show or feature length film. To ensure YouTube remains a platform through which users can express themselves freely, we have, at times, made exceptions to our policy for certain users in an effort to accommodate their requests to share longer personal videos. In such cases, however, we have required additional verification from those users in an effort to ensure that the additional privilege we afforded them was used properly.

#### YouTube and the DMCA

13. YouTube has also sought to assist copyright owners in preventing infringement on the site by complying with the requirements and procedures of 17 U.S.C. §512 of the Digital Millennium Copyright Act (“DMCA”).

#### Registering a DMCA Agent

14. YouTube has designated an agent pursuant to the requirements of the DMCA, and has provided that agent’s contact information to the Copyright Office. YouTube’s agent is available to receive notifications of alleged copyright infringement on the site, and can be contacted at: DMCA Complaints, YouTube, Inc., 901 Cherry Ave., Second Floor, San Bruno, CA 94066, Fax: (650) 872-8513, Email: [copyright@youtube.com](mailto:copyright@youtube.com).

15. Our DMCA agent’s contact information is accessible through YouTube’s “Copyright Infringement Notification” page, located at [http://www.youtube.com/t/dmca\\_policy](http://www.youtube.com/t/dmca_policy). A

link to this page is included at the bottom of virtually every page displayed on YouTube.com and is identified by the title “Copyright.” Rights holders can also directly access this information via links located on various YouTube.com pages, including: (1) the “Contact Us” page ([http://www.youtube.com/t/contact\\_us](http://www.youtube.com/t/contact_us)) and (2) the “Copyright Tips” page ([http://www.youtube.com/t/howto\\_copyright](http://www.youtube.com/t/howto_copyright)). These materials have existed in substantially the same form on the site since I arrived at the company.

#### Notice and Takedown Procedure

16. We have listed on our “Copyright Infringement Notification” page the information the DMCA requires (and that we request) copyright holders provide to YouTube to enable us to locate and remove allegedly infringing content. A true and correct copy of this page, [http://www.youtube.com/t/dmca\\_policy](http://www.youtube.com/t/dmca_policy) is attached hereto as Exhibit 9.

17. Our goal is to make it very easy for copyright owners to inform us of alleged copyright infringement on our site. In addition to processing DMCA notices received by postal mail, email or fax, YouTube has developed an online form that walks content owners step-by-step through the process of sending us a DMCA notice. A true and correct copy of the form is attached hereto as Exhibit 10 and is accessible at [http://www.youtube.com/copyright\\_complaint\\_form](http://www.youtube.com/copyright_complaint_form).

18. Further, in March 2006, YouTube launched its Content Verification Program (“CVP”). That program, open to any copyright owner, offers a tool we built to enable content owners to easily locate and flag their videos on the service and send DMCA notices with the click of a mouse. Content owners who sign up for CVP receive lists of videos matching search queries that they input. They can then flag videos they want removed simply by checking a box next to those videos on the list, and electronically send us a valid DMCA notice for such videos simply by clicking a button. I believe YouTube was the first online video service to offer such functionalities to content owners. To date, over 3000 content owners have registered to use the tools in our CVP program, and the tools are available worldwide and around the clock.

19. Once YouTube receives a notification of alleged infringement that substantially complies with the DMCA's requirements, we act promptly to remove the identified material from our service or disable access to it. Throughout my tenure at the company, we have removed almost all of the videos identified in DMCA notices within 24 hours; indeed, for the vast majority of DMCA notices (about 85%), we remove the identified videos within a few minutes using automated tools. We also employ a team throughout the world dedicated to processing manually-submitted DMCA notices, and to assisting copyright holders and users with issues arising from the notice process.

20. Our ability to process DMCA notices was severely tested by Viacom on Friday, February 2, 2007, when Viacom (through its agent, BayTSP) sent us DMCA notices requesting we remove more than one hundred thousand videos from the site. To handle that volume of requests, we had to devise special procedures and write special computer programs to ensure we did not disrupt the normal operation of the site. We also brought in additional personnel and had teams working overtime, around-the-clock through the weekend to respond. To complicate matters, at the same time, we were receiving regular "retractions" from Viacom for videos that it had included in these notices but which it then told us should not be removed. We were also receiving a stream of complaints from users and content partners claiming that Viacom was improperly requesting removal of their videos. And Viacom continued to send additional notices requesting much smaller groups of videos be removed. Despite all this, through our efforts, we were able to remove virtually all of the videos identified in Viacom's large-scale notice before the next business day.

21. For the purposes of these litigations, we have adopted a policy of removing videos from the site promptly after we become aware that they were identified in plaintiffs' various pleadings as allegedly infringing their copyrights. That policy, which I know was regularly followed, applied even where the plaintiffs did not send DMCA notices to YouTube's registered DMCA agent requesting removal of the videos. As a result, I understand that all of the videos that plaintiffs have claimed infringe their copyrights in these cases were removed from YouTube

shortly after they were identified to us, whether by DMCA notice or otherwise, to the extent those videos had not previously been removed.

22. YouTube's prompt responsiveness to takedown requests has drawn consistent praise and appreciation from content owners for years:

- "Thank you very much for your quick action to remove 'SUKKIRI' materials per our email of 20<sup>th</sup> July, 2006." (Nippon Television Network Corporation, 7/21/06)
- "Thanks for the SUPER FAST response – you guys rock!!!!!!!" (JustSayGO LLC -- 11/11/2006)
- "Thank you very much indeed for your fast response. I highly appreciate it as well you as your attitude towards the exchange of audiovisual materials through the Net. Thanks to companies like yours our business can be secure while taking advantage of the benefits of new technologies." (Antonio Hens -- 11/16/2006)
- "Thank you for the quick response. We appreciate your help in complying with this request" (NBC Universal, 4/4/07)
- "thank you so much, I really appreciate your wonderful work. I never thought you would be so efficient." (Somali Musician, Aar, 6/27/07)

I have attached these and other samples of similar messages drawn from our customer service database to this declaration as Exhibit 11. I could easily find hundreds more.

23. Beyond simply removing a video from the site when it has been the subject of a valid DMCA notice, we also email/contact the user who uploaded the video as part of our user education program to: (a) apprise them of the allegation; (b) remind them of the company's policy prohibiting upload of unauthorized copyrighted material; and (c) warn them that repeated acts of copyright infringement will result in the termination of their YouTube account. Copies of the standard messages we send users, which have been substantially the same since I arrived at the company, are attached hereto as Exhibit 12.

24. After we take down an allegedly infringing video, we post a prominent notice at the video's location on the site stating: "This video is no longer available due to a copyright claim by [party alleging infringement]." In doing so, we reinforce the message to any user who visits that video's page, that YouTube should not be used for the posting or accessing of unauthorized



copyrighted material. We have posted similar messages in these circumstances throughout my tenure at the company.

25. Since March 2006, YouTube also has automatically created a digital “hash” or fingerprint of every allegedly infringing video that we remove in response to the DMCA notices described above. A “hash” is essentially a unique numeric value that is generated by analyzing the attributes of a specific video. Once we have a hash for a video that has been removed from the service for alleged copyright infringement, we thereafter prevent any user from uploading a video with a hash that matches it. This “MD-5” filtering technology has been operational at the company since before I arrived. To expand upon its capabilities and allow us to block files similar, but not identical, to ones previously removed from the service, YouTube has invested heavily in developing and deploying video and audio identification technologies described in the accompanying declaration of David King.

26. Over its existence, YouTube has removed approximately 4.7 million videos from the service in response to DMCA take down notices and equivalent take down notices submitted by copyright holders, such as notices in foreign countries. In total, that represents less than one percent of the more than 500 million videos that users have uploaded to YouTube over time. Just as we could not and do not manually pre-screen or review each of the videos uploaded, we cannot feasibly undertake thorough investigations as to the legitimacy of every DMCA notice we receive. Accordingly, we do not know whether the notices we have received constitute valid claims. From personal experience though, I know that improper and invalid notices are a regular occurrence.

#### Termination of Accounts of Alleged Repeat Infringers

27. YouTube has had a policy of terminating the accounts of alleged repeat infringers since before I arrived at the company. As a general matter, that policy has been “three strikes and you’re out.” Thus, in almost all cases, if YouTube receives three takedown requests for content uploaded by a particular user, then YouTube will terminate the user’s YouTube account. Users are notified of YouTube’s policy of terminating repeat infringers in YouTube’s terms of use, on its

“Copyright Tips” page, in the “Help” section of the site, and via emails when they are notified that a video has been removed due to alleged copyright infringement.

28. YouTube tracks notices and issues strikes to users in automated fashion. While “three strikes” describes the basic rule in place, YouTube’s policy allows us to take account of circumstances in determining which of our users are actually “repeat infringers” whose accounts should be terminated. For example, where a user formally contests a claim of infringement using the counter-notice process set forth in Section 512(g) of the DMCA, that claim is not counted as a strike against the user. Further, from experience, YouTube has learned that some of its users are unfamiliar with copyright law, and are surprised when a content owner takes issue with a video they have uploaded. To help educate these users and to give them an opportunity to correct their behavior before suffering the loss of their account, YouTube assesses a single strike per notice, including in circumstances where a DMCA notice identifies more than one allegedly infringing video from the same user. After receiving notice and an explanation that a strike has been assessed, users routinely inform us that they have modified their behavior.

29. YouTube has also found it necessary on occasion to afford additional protections to users who are potential targets of improper or mistaken DMCA notices. For example, in the midst of the 2008 presidential race, we received a letter from Senator McCain’s campaign (a copy of which is attached as Exhibit 13) complaining about a rash of improper DMCA notices:

By providing a platform for political candidates and the American public to post, view, share, discuss, comment on, mash-up, re-mix, and argue over campaign-related videos, YouTube has played a prominent and overwhelmingly positive role in the 2008 election.

\* \* \*

We write, however, to alert you to a problem that has already chilled this free and uninhibited discourse . . . overreaching copyright claims have resulted in the removal of non-infringing campaign videos from YouTube, thus silencing political speech. Numerous times during the course of the campaign, our advertisements or web videos have been the subject of DMCA takedown notices regarding uses that are clearly privileged under the fair use doctrine. . . . Despite the complete lack of merit in these copyright

claims, YouTube has removed our videos immediately upon receipt of takedown notices. This is both unfortunate and unnecessary.

Then-Senator Obama's presidential campaign had equally serious issues. In late June 2008, plaintiff Viacom sent YouTube a DMCA notice averring under penalty of perjury that a video the Obama campaign had uploaded entitled "Barack Obama's Speech on Father's Day" (<http://www.youtube.com/watch?v=Hj1hCDjwG6M>) violated its copyrights. Viacom's notice resulted in a "third strike" for the Obama campaign's account, causing its automatic termination (Viacom did not withdraw its erroneous copyright claim regarding the speech for more than two weeks). To ensure that both Senators McCain and Obama were able to continue communicating their messages to the electorate, we made special accommodations for them under our policy, and have done so for others in limited cases where circumstances have warranted.

30. When a user's account is terminated for violation of YouTube's repeat infringer policy, there are several ramifications. First, the account can no longer be used for any purpose on the service – among other things the user cannot upload additional videos, view age-restricted videos, post comments or participate in any YouTube programs. [REDACTED]

[REDACTED] Second, YouTube takes down *all* videos uploaded to the site from the terminated account – including videos that were not subject to any DMCA notice – along with all of the comments, ratings and view count totals associated with those videos. YouTube takes this protective step even though it results in the removal of large volumes of videos that the user may have had every right to upload and against which no allegation of copyright infringement has been or could be made. [REDACTED]

[REDACTED]

31. YouTube regularly enforces its repeat infringer policy. We have terminated more than 400,000 user accounts based at least in part for copyright strikes assessed under our repeat infringer policy. That figure, however, represents only a tiny fraction of YouTube's user base. Since its inception, there have been over 250,000,000 accounts registered on the YouTube service.

Praise from Copyright Holders

32. Throughout my tenure with YouTube, the company has received praise from content owners for its efforts to restrict and address copyright infringement by its users. Notable for example, were sentiments expressed by a representative of the Motion Picture Association of America, the trade and anti-piracy organization for the major Hollywood studios (including plaintiff Paramount). In March 2006, a representative of the MPAA, was quoted in the *Hollywood Reporter*, a prominent entertainment industry publication, as saying: "YouTube has been a good corporate citizen and taken off copyrighted material." A true and correct copy of the article in which the statement appeared is attached as Exhibit 14. Coming from the MPAA, the statement received considerable attention at YouTube and indicated to me that our company's copyright enforcement efforts generally met with the approval of leading content owners.

33. That view was repeatedly confirmed for me over time. In a June 2006 announcement of an agreement with NBC Universal in which it partnered with YouTube to provide content to be shown on the site, the president of NBC's entertainment division described YouTube as:

[T]he perfect online media partner to promote NBC's marquee entertainment to their audience and explore new and creative ways to harness the power of viral video in a manner that respects copyrights. We applaud YouTube for their continued willingness to work with us to remove any unauthorized NBC content and protect our copyrighted material. We are thrilled to be partnering with this forward-thinking company.

A true and correct copy of that announcement is attached as Exhibit 15. The same NBC executive also told the Wall Street Journal: "YouTube has done their work on protecting copyright and we have assurances that they will continue to do so. They are a bright light . . . ." A true and correct copy of that article from June 2006 is attached hereto as Exhibit 16. In announcing our September

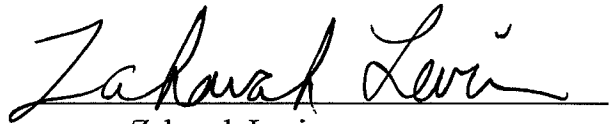
2006 agreement with the Warner Music Group to license its extensive music catalog, Warner's

Executive Vice-President commented:

We commend [CEO] Chad [Hurley] and the YouTube team for their commitment to creating a framework in which the needs of their users and rights of copyright holders can coexist in a mutually beneficial environment. We look forward to partnering with them to offer this powerful distribution platform to our artists and their fans.

That announcement is attached as Exhibit 17. Comments such as these from some of the largest content owners in the world merely confirmed my conviction that YouTube's overall approach to copyright issues has been and remains suitably protective of copyright interests.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed the \_\_\_ day of March 2010, at San Bruno, California.

  
Zahavah Levine

# **Levine Exhibit 1**



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## Terms of Service

### 1. Your Acceptance

- A. By using and/or visiting this website (collectively, including all content and functionality available through the YouTube.com domain name, the "YouTube Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) YouTube's privacy notice, found at <http://www.youtube.com/privacy> and incorporated here by reference, and (3) YouTube's Community Guidelines, found at [http://www.youtube.com/community\\_guidelines](http://www.youtube.com/community_guidelines) and also incorporated here by reference. If you do not agree to any of these terms, the YouTube privacy notice, or the Community Guidelines, please do not use the YouTube Website.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/t/terms>. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### 2. YouTube Website

- A. These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The YouTube Website includes all aspects of YouTube, including but not limited to all products, software and services offered via the website such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
- B. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

### 3. YouTube Accounts

- A. In order to access some features of the Website, you will have to create a YouTube account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
- B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

### 4. General Use of the Website—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without YouTube's prior written authorization.
- B. You agree not to alter or modify any part of the Website, including but not limited to YouTube's Embeddable Player or any of its related technologies.
- C. You agree not to access User Submissions (defined below) or YouTube Content through any technology or means other than the video playback pages of the Website itself, the YouTube Embeddable Player, or other explicitly authorized means YouTube may designate.
- D. You agree not to use the Website, including the YouTube Embeddable Player for any commercial use, without the prior written authorization of YouTube. Prohibited commercial uses include any of the following actions taken without YouTube's express approval:
  - sale of access to the Website or its related services (such as the Embeddable Player) on another website;
  - use of the Website or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;
  - the sale of advertising, on the YouTube website or any third-party website, targeted to the content of specific User Submissions or YouTube content;
  - and any use of the Website or its related services (such as the Embeddable player) that YouTube finds, in its sole discretion, to use YouTube's resources or User Submissions with the effect of competing with or displacing the market for YouTube, YouTube content, or its User Submissions. (For more information about prohibited commercial uses, see our FAQ.)
- E. Prohibited commercial uses do not include:
  - uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
  - using the Embeddable Player to show YouTube videos on an ad-enabled blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with YouTube;
  - any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.)

- F. If you use the YouTube Embeddable Player on your website, you must include a prominent link back to the YouTube website on the pages containing the Embeddable Player and you may not modify, build upon, or block any portion of the Embeddable Player in any way.
- G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
- H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.
- I. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, YouTube Community Guidelines, and all applicable local, national, and international laws and regulations.
- J. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

## 5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the YouTube Website.

- A. The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content.
- B. You may access User Submissions for your information and personal use solely as intended through the provided functionality of the YouTube Website. You shall not copy or download any User Submission unless you see a "download" or similar link displayed by YouTube on the YouTube Website for that User Submission.
- C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the YouTube Website. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the YouTube Website or otherwise as prohibited under this Agreement.
- D. You may access YouTube Content, User Submissions and other content only as permitted under this Agreement. YouTube reserves all rights not expressly granted in and to the YouTube Content and the YouTube Website.
- E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.
- F. You agree not to circumvent, disable or otherwise interfere with security-related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.
- G. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

## 6. Your User Submissions and Conduct

- A. As a YouTube account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any User Submissions.
- B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the YouTube Website and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the YouTube Website. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.
- D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein.
- E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the YouTube Community Guidelines, found at [http://www.youtube.com/v/community\\_guidelines](http://www.youtube.com/v/community_guidelines), which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
- F. YouTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice.

## 7. Account Termination Policy

- A. YouTube will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.
- B. YouTube reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. YouTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

## 8. Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
  - A physical or electronic signature of a 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 access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
  - Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
  - A statement that you have 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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Shadie Farazian, 901 Cherry Ave., San Bruno, CA 94066, email: [copyright@youtube.com](mailto:copyright@youtube.com), fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other



feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.google.com/support/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

- B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:
- Your physical or electronic signature;
  - Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
  - A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
  - Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

### 9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### 10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, 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 CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS 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.

The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### 11. Indemnity

You agree to defend, indemnify and hold harmless YouTube, 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 the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

### 12. Ability to Accept Terms of Service


You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. If you are under 13 years of age, then please do not use the YouTube Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

### 13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

### 14. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from your use of the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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## **Levine Exhibit 2**

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Terms of Use

### **1. Your Acceptance**

BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content available through the YouTube.com domain name, the "YouTube Website", or "Website"), YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Service") AND THE TERMS AND CONDITIONS OF YOUTUBE'S PRIVACY POLICY, WHICH ARE PUBLISHED AT [www.YouTube.com/t/privacy](http://www.YouTube.com/t/privacy), AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, please do not use the YouTube Website.

### **2. YouTube Website**

These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information and other materials or services on the Website. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the YouTube Website, and to read the terms and conditions and privacy policy of each other website that you visit.

### **3. Website Access**

A. YouTube hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or any part of the Website in any medium without YouTube's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. you are solely responsible for the activity that occurs on your account, and you must keep your account password secure. you must notify YouTube immediately of any breach of security or unauthorized use of your account. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation "robots," "spiders," "offline readers," etc that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases.

### **4. Intellectual Property Rights**

The content on the YouTube Website, including without limitation the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under United States and foreign laws, and international

conventions. Content on the Website is provided to you AS IS for your information and personal use only, and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.

#### **5. User Submissions**

A. The YouTube Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions"), and the hosting, sharing and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and /or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and otherwise exploit the User Submissions in connection with the YouTube Website and YouTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service,

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage YouTube or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. YouTube does not endorse any User Submission or any opinion, recommendation or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. If notified by a user or a content owner of a User Submission that allegedly does not conform to this Agreement, YouTube may investigate the allegation and determine in good faith and in its sole discretion whether to remove the

User Submission, which it reserves the right to do at any time. For clarity, YouTube does not permit copyright infringing activities on its Website, and reserves the right to terminate access to the Website, and remove all Content submitted, by any persons who are found to be repeat infringers.

D. In particular, if you are a copyright owner or an agent thereof, and believe that any User Submission infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing: (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (b) identification of the copyrighted work(s) that you claim has been infringed; (c) identification of the specific User Submission(s) alleged to be infringing, including information reasonably sufficient to permit YouTube to identify and locate the material on the YouTube Website; (d) information reasonably sufficient to permit YouTube to contact you, such as your name, address, telephone number, and email address; (e) a 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 (f) a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. YouTube's designated Copyright Agent to receive notifications of claimed infringement is: [copyright@youtube.com] For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support and other communications should be directed to YouTube customer service through <http://www.youtube.com/contact.php>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E. You understand that when using the YouTube Website you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. YouTube permits you to link to Your own User Submissions hosted on the website or User Submissions of other third parties available on the Website, for personal, non-commercial purposes only. In addition, YouTube provides an "Embeddable Player" feature, in which you can incorporate certain User Submissions on your own personal, non-commercial websites, provided that you include a prominent link back to the YouTube website on the pages containing the Embeddable Player. You understand that the User Submissions, whether or not linked or embedded into other web sites, are provided to You only on an as-available basis, and YouTube does not guarantee that their availability will be uninterrupted or bug free. YouTube reserves the right to discontinue any aspect to the YouTube Website at any time, including discontinue any linked or embedded Content either generally or in specific cases.

#### **6. Warranty Disclaimer**

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DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### **8. Indemnity**

You agree to defend, indemnify and hold harmless YouTube, 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 the YouTube Website; (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 one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the YouTube Website.

#### **9. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age or, an emancipated minor or, possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13.

#### **10. General**

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. This Agreement, together with the Privacy Policy at <http://www.YouTube.com/t/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YouTube reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review the Agreement for any changes. Your use of the YouTube Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms

#end def main\_content





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[Categories](#)

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## Terms of Use

### 1. Your Acceptance

BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content available through the YouTube.com domain name, the "YouTube Website", or "Website"), YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Service") AND THE TERMS AND CONDITIONS OF YOUTUBE'S PRIVACY NOTICE, WHICH ARE PUBLISHED AT <http://www.youtube.com/t/privacy>, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, then please do not use the YouTube Website.

### 2. YouTube Website

These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

### 3. Website Access

A. YouTube hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without YouTube's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

### 4. Intellectual Property Rights

The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the

Exhibit A

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YouTube Website or the Content therein.

## 5. User Submissions

A. The YouTube Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. **For clarity, you retain all of your ownership rights in your User Submissions.** However, by submitting the User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the YouTube Website and YouTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the YouTube Website.

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage YouTube or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. YouTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice. YouTube will also terminate a User's access to its Website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. YouTube also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. YouTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

D. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) 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;
- (iii) 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 access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) A statement that you have 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
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Exhibit A

YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Heather Gillette, 1000 Cherry Ave., Second Floor, San Bruno, CA 94066, email: [copyright@youtube.com](mailto:copyright@youtube.com), telephone: 650-827-6064, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.youtube.com/contact>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. YouTube permits you to link to materials on the Website for personal, non-commercial purposes only. In addition, YouTube provides an "Embeddable Player" feature, which you may incorporate into your own personal, non-commercial websites for use in accessing the materials on the Website, provided that you include a prominent link back to the YouTube website on the pages containing the Embeddable Player. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

## 6. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 7. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, 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 CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS 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.

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## 8. Indemnity

You agree to defend, indemnify and hold harmless YouTube, 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 the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

## 9. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. **If you are under 13 years of age, then please do not use the YouTube Website—there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.**

## 10. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

## 11. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/t/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. **YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

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## **Levine Exhibit 3**



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Help

- Help Center →
- Safety Center
- Creator's Corner
- Video Speed Info
- YouTube Handbook
- Contact Us

## YouTube Community Guidelines

### Respect the YouTube Community

We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. We mean don't abuse the site. Every cool new community feature on YouTube involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust. Please be one of them.

### Don't Cross the Line

Here are some common-sense rules that will help you steer clear of trouble:

- YouTube is not for pornography or sexually explicit content. If this describes your video, even if it's a video of yourself, don't post it on YouTube. Also, be advised that we work closely with law enforcement and we report child exploitation. Please read our Safety Center and stay safe on YouTube.
- Don't post videos showing bad stuff like animal abuse, drug abuse, under-age drinking and smoking, or bomb making.
- Graphic or gratuitous violence is not allowed. If your video shows someone being physically hurt, attacked, or humiliated, don't post it.
- YouTube is not a shock site. Don't post gross-out videos of accidents, dead bodies or similar things intended to shock or disgust.
- Respect copyright. Only upload videos that you made or that you are authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations. Read our Copyright Tips for more information.
- We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech (speech which attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity).
- Things like predatory behavior, stalking, threats, harassment, intimidation, invading privacy, revealing other people's personal information, and inciting others to commit violent acts or to violate the Terms of Use are taken very seriously. Anyone caught doing these things may be permanently banned from YouTube.
- Everyone hates spam. Don't create misleading descriptions, tags, titles or thumbnails in order to increase views. It's not okay to post large amounts of untargeted, unwanted or repetitive content, including comments and private messages.

Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around the guidelines—just understand them and try to respect the spirit in which they were created. If you'd like more details, check out our Community Guideline Tips.

### We Enforce These Guidelines

Okay, this one is more about us than you. YouTube staff review flagged videos 24 hours a day, seven days a week to determine whether they violate our Community Guidelines. When they do, we remove them. Sometimes a video doesn't violate our Community Guidelines, but may not be appropriate for everyone. These videos may be age-restricted. Accounts are penalized for Community Guidelines violations and serious or repeated violations can lead to account termination. If your account is terminated, you won't be allowed to create any new accounts. For more information about how the Community Guidelines are enforced and the consequences of violating them, please visit the Help Center.

### YouTube is for the Community

Remember that this is your community! Each and every user of YouTube makes the site what it is, so don't be afraid to dig in and get involved!

- Have fun with the site. There's a lot to see here, and lots of folks making amazing stuff—one of them might be you! Equipment's getting cheaper and easier to use all the time, so dive in and enjoy.
- Let folks know what you think. Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on YouTube richer. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate.
- You may not like everything you see. Some of the content here may offend you—if you find that it violates our Terms of Use, then click the button that says "Flag" under the video you're watching to submit it for review by YouTube staff. If it doesn't, then consider just clicking on something else—why waste time watching videos you don't like?

That's it! Thanks for reading!

—The YouTube Team



### Community Guideline Tips

Want a little more insight into the limits and exceptions in the Community Guidelines? Here are some helpful examples and tips:

- ▶ Sex and Nudity
- ▶ Hate Speech
- ▶ Shocking and Disgusting
- ▶ Dangerous Illegal Acts

- ▶ Children
- ▶ Copyright
- ▶ Privacy
- ▶ Harassment
- ▶ Impersonation
- ▶ Threats

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Safety Mode is off

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## **Levine Exhibit 4**



```
#extends templates.web.base #block main_content $include template('_my_account_settings_shared')
$draw_about_navbar($user, $selected_item="about") ### ## LogTracking ## #set $logpn="About" #set
$logsec="/About" #if $varExists("track_with_hitbox") $hbx($pn=$logpn, $mlc=$logsec) #end if
```

## YouTube Community Guidelines

Interaction is one of the things that's made YouTube one of the fastest-growing communities on the Internet. In the interest of keeping it a great place to gather, here's what it means to be a member of YouTube and make it a worthwhile community for everyone. And remember, uploading videos and otherwise participating here are always subject to these guidelines and the [Terms of Use](#).

### Things to Keep in Mind:

- **Treat other members with respect**, whether it's in your videos, comments, video responses, or general commentary on the site. Everyone has their own opinions and beliefs about life, the universe, and everything. Being a jerk is unlikely to change their minds.
- **Upload videos that *you* made.** Respect the copyright of others. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without their permission.
- **Have fun with the site.** There's a lot here to see, and lots of folks making amazing stuff—one of them might be you! Equipment's getting cheaper and easier to use all the time, so dive in and enjoy.
- **Let folks know what you think.** Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on YouTube richer. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate here.
- **You may not like everything you see.** Some of the content here may offend you—if you find that it violates the [Terms of Use](#) then click "Flag as Inappropriate" under the video you're watching to submit it for review by YouTube staff. If it doesn't, then consider just clicking away—why waste time watching videos you don't like?

### Things to Avoid:

- YouTube's a place to share your best videos, not your worst self, so **don't harass other members**. This means comments (whether video or profile) that look or hint at profanity, sexually-explicit language, sexual innuendo, or hate speech (including but not limited to racial, ethnic, or religious slurs). It also means abusing or spamming other members' accounts, whether via videos, comments, video responses, or private messages. Abusing other members is a great way to get your account closed.
- **Don't upload videos that violate the Terms of Use.** Some examples:
  - Videos of extreme violence (blood, gore, fighting, etc.)
  - Videos intended to sexually arouse (pornography, implied sex acts, booty shakin', up-close exhibition of barely-covered body parts, makeout sessions that involve groping of the breasts or pubic area, etc.)
  - Videos depicting animal abuse, when not for scientific, documentary, or educational purposes
  - Videos that are just downright disgusting (graphic display of bodily fluids or excrement, etc.)

- Videos that you don't own the copyright to (TV shows, music videos, compilations of clips from commercial sources, etc.)
- Videos that provide instructional information about illegal activities (making or buying illegal weapons, drug manufacture, etc.)
- **Using YouTube to do anything illegal.**
- **Giving out information that personally identifies you** (such as your real name, address, phone number, etc.). The Internet's full of all kinds of folks (just like the rest of life), so be careful out there.

#end block



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## Help Center

### YouTube Community Guidelines

#### Respect the YouTube Community

We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. We mean don't abuse the site. Every cool new community feature on YouTube involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust, so please be one of them.

#### We Review Videos Flagged As Inappropriate

Okay, this one is more about us than you. When a video gets flagged as inappropriate, we review the video to determine whether it violates our Terms of Use—flagged videos are not automatically taken down by the system. If we remove your video after reviewing it, you can assume that we removed it purposefully, and you should take our warning notification seriously. Take a deep breath, read our [Terms of Use](#) and try to see it from our perspective. If you find other videos on YouTube with the same violations, please flag them so we can review them as well!

#### Don't Cross the Line

Here are some common-sense rules that will help you steer clear of trouble:

- YouTube is not for **pornography** or **sexually explicit content**. If this describes your video, even if it's a video of yourself, don't post it on YouTube. Also, be advised that we work closely with law enforcement and we report child exploitation. Please read our [Safety Tips](#) and stay safe on YouTube.
- Don't post videos showing **dangerous or illegal acts**, like animal abuse or bomb making.
- Real **violence** is not allowed. If your video shows someone getting hurt, attacked, or humiliated, don't post it.
- YouTube is **not a shock site**. Don't post gross-out videos of accidents, dead bodies and stuff like that. This includes war footage if it's intended to shock or disgust.
- Respect **copyright**. Only upload videos that you made or that you have obtained the rights to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without their permission. Read our [Copyright Tips](#) for more information.
- We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit **hate speech** which contains **slurs** or the **malicious use of stereotypes** intended to attack or demean a particular gender, sexual orientation, race, religion, or nationality.

- There is zero tolerance for **predatory behavior, stalking, threats, harassment, invading privacy, or the revealing of other members' personal information**. Anyone caught doing these things may be permanently banned from YouTube.

Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around them—just understand them and try to respect the spirit in which they were created. Violations of the Terms of Use may result in a warning notification or may result in termination of your account and deletion of all your videos. We decide whether we believe your violation of our Terms of Use should result in termination of your account. **If you have an account terminated you are prohibited from ever signing up for another account!**

## YouTube is for the Community

Remember that this is your community! Each and every user of YouTube makes the site what it is, so don't be afraid to dig in and get involved!

- **Have fun with the site.** There's a lot here to see, and lots of folks making amazing stuff—one of them might be you! Equipment's getting cheaper and easier to use all the time, so dive in and enjoy.
- **Let folks know what you think.** Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on YouTube richer. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate here.
- **You may not like everything you see.** Some of the content here may offend you—if you find that it violates our Terms of Use, then click "Flag as Inappropriate" under the video you're watching to submit it for review by YouTube staff. If it doesn't, then consider just clicking on something else—why waste time watching videos you don't like?

That's it! Thanks for reading!

—The YouTube Team

| Search                        |                                 |                                |
|-------------------------------|---------------------------------|--------------------------------|
| <a href="#">Your Account</a>  | <a href="#">Help &amp; Info</a> | <a href="#">YouTube</a>        |
| <a href="#">Videos</a>        | <a href="#">Help Center</a>     | <a href="#">Company Info</a>   |
| <a href="#">Favorites</a>     | <a href="#">Video Toolbox</a>   | <a href="#">Test Tube</a>      |
| <a href="#">Playlists</a>     | <a href="#">Developer APIs</a>  | <a href="#">Terms of Use</a>   |
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| <a href="#">more...</a>       | <a href="#">Code of Conduct</a> | <a href="#">Contact</a>        |
|                               |                                 | <a href="#">Press</a>          |
|                               |                                 | <a href="#">Jobs</a>           |

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# **Levine Exhibit 5**



Search bar with 'Search' button

caroew  Sign Out

Home Videos Channels Shows

Subscriptions History

### Video File Upload

Press "Upload Video" to select and upload a video file.

#### AutoShare Options

Want to automatically share your activity feed (your uploads, favorites, ratings, etc.) to your profile on other websites? Choose a site to get started:

- Facebook - Connect accounts
- Twitter - Connect accounts
- Google Reader - Connect accounts

**Important: Do not upload any TV shows, music videos, music concerts, or commercials without permission unless they consist entirely of content you created yourself.**

The Copyright Tips page and the Community Guidelines can help you determine whether your video infringes someone else's copyright.

By clicking "Upload Video", you are representing that this video does not violate YouTube's Terms of Use and that you own all copyrights in this video or have authorization to upload it.

#### About Uploading

- **Capture and Upload in High Definition!**
- Upload up to 10 videos at a time
- **Best video formats for YouTube**
- Up to 2 GB in size.
- Up to 10 minutes in length.

Need more help? Visit the [YouTube Handbook](#)  
Upload problems? Try without the progress bar.

#### Promote your Videos with Promoted Videos

Create and manage your video channel promotions on YouTube. Your promotion will appear with search results when people look for related content.

Get started now!

Try YouTube in a fast, new web browser! [Download Google Chrome for PC](#)

Search bar with 'Search' button

YouTube  
 Contact Us  
 YouTube Store  
 Press Room  
 Business Blog  
 YouTube Blog

Programs  
 Advertising  
 Developers  
 Partnerships  
 Content Management

Help  
 Get Help  
 YouTube Handbook  
 Community Help Forums  
 Safety Center  
 Creator's Corner  
 Video Speed Info

Policy  
 Privacy Policy  
 Terms of Service  
 Copyright Notices  
 Community Guidelines

Discover  
 YouTube on Your Phone  
 YouTube on Your Site  
 YouTube on Your TV  
 YouTube RSS Feeds  
 TestTube

Current Location: **Worldwide** Show locations  
 Current Language: **English** Show languages  
 Safety Mode is off

[Add YouTube to your Google homepage](#)

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# **Levine Exhibit 6**



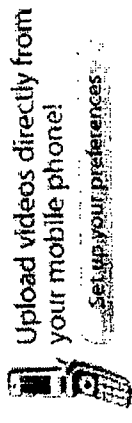
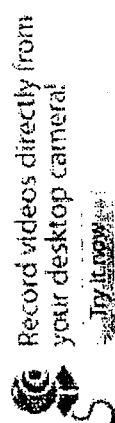
Broadcast Yourself™

### Video Upload (Step 1 of 2) (All fields required)

Uploading a video is a two-step process—on the next page, you'll be able to choose your video file and set the privacy settings.

#### Upload Tips

- Uploads will usually take 1-5 minutes per MB on a high-speed connection.
- Converting your video takes a few minutes; you can add more info or upload more videos while it's processing.
- Videos are limited to 10 minutes (unless you're a Director) and 100 MB.
- Videos saved with the following settings convert the best:
  - MPEG4 (Divx, Xvid) format
  - 320x240 resolution
  - MP3 audio
  - 30 frames per second framerate



Title:

Description:

Tags:

Enter one or more tags, separated by spaces. Tags are keywords used to describe your video so it can be easily found by other users. For example, if you have a surfing video, you might tag it: surfing beach waves.



- Video Category:**
- Arts & Animation
  - Comedy
  - Music
  - People
  - Science & Technology
  - Travel & Places
  - Autos & Vehicles
  - Entertainment
  - News & Blogs
  - Pets & Animals
  - Sports
  - Video Games

Language:

Do not upload copyrighted material for which you don't own the rights or have permission from the owner.

Or



Exhibit B  
16

**Your Account**

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[more...](#)

[Inbox](#)

**Help & Info**

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[Terms of Use](#)

[Advertising](#)

[Press](#)

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[Safety Tips](#)

[Code of Conduct](#)

[Test Tube](#)

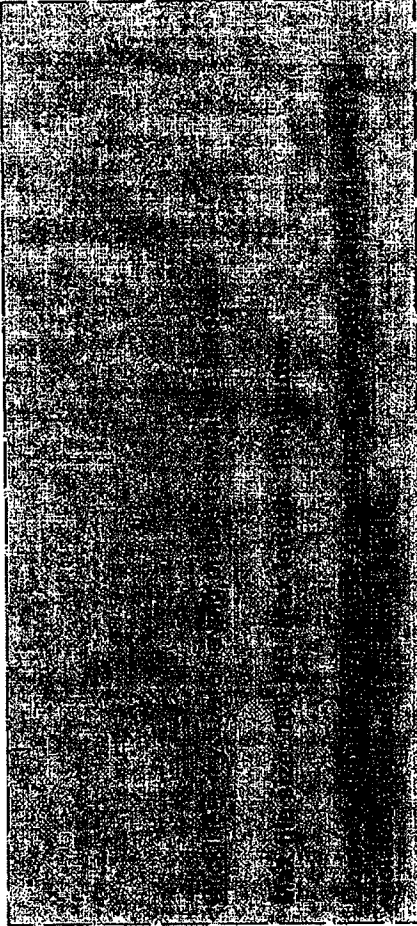
[Contact](#)

[Jobs](#)

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### Video Upload (Step 2 of 2)



File:

**Broadcast:**  **Public:** Share your video with the world! (Recommended)

**Private:** Only viewable by you and those you choose.

To email this video and enable access now, choose a contact list.

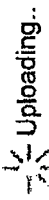
Family

Friends

**Do not upload any TV shows, music videos, music concerts, or commercials without permission unless they consist entirely of content you created yourself.**

By clicking "Upload Video," you are representing that this video does not violate YouTube's Terms of Use and that you own all copyrights in this video or have express permission from the copyright owner(s) to upload it.

Read Copyright Tips for more information about copyright and YouTube's policy.



PLEASE BE PATIENT—THIS MAY TAKE SEVERAL MINUTES.  
ONCE COMPLETED, YOU WILL SEE A CONFIRMATION MESSAGE.



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# **Levine Exhibit 7**



Search input field with Search button

Create Account or Sign In

Home Videos Channels Shows

Subscriptions History Upload

About YouTube

- Contact us
- Company blog
- Press room
- Company History
- YouTube store
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Discover

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- YouTube on Your TV
- YouTube on Your Site
- YouTube RSS Feeds
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Programs

- Advertising Programs
- Partnerships
- Developer Tools
- Content Management

Policy

- Privacy Policy
- Terms of Service
- Copyright Notices
- Community Guidelines

Help

- Help Center
- Safety Center
- Creator's Corner
- Video Speed Info
- YouTube Handbook
- Contact Us

### Copyright Tips

What is copyright? Copyright is a form of protection provided for original works of authorship, including literary, dramatic, musical, graphic and audiovisual creations. "Copyright" literally means the right to copy, but has come to mean that body of exclusive rights granted by law to copyright owners for protection of their work.

What is copyright infringement? Copyright infringement occurs when a copyrighted work is reproduced, distributed, performed, publicly displayed, or made into a derivative work without the permission of the copyright owner.

Posting copyright-infringing content can lead to the termination of your account, and possibly monetary damages if a copyright owner decides to take legal action (this is serious—you can get sued!). Below are some guidelines to help you determine whether your video is eligible or whether it infringes someone else's copyright. You can also find copyright FAQs within our Help Center.

As a general matter, we at YouTube respect the rights of artists and creators, and hope you will work with us to keep our community a creative, legal and positive experience for everyone, including artists and creators.

### How To Make Sure Your Video Does Not Infringe Someone Else's Copyrights

The way to ensure that your video doesn't infringe someone else's copyright is to use your skills and imagination to create something completely original. It could be as simple as taping some of your friends goofing around, and as complicated as filming your own short movie with a script, actors, and the whole works. If it's all yours, you never have to worry about the copyright—you own it! Make sure to follow the other guidelines in the terms of use, too.

Be sure that all components of your video are your original creation—even the audio portion. For example, if you use an audio track of a sound recording owned by a record label without that record label's permission, your video may be infringing the copyrights of others, and may be subject to removal. YouTube offers a library of authorized music to liven up your video. Try AudioSwap now!

### Learn More About Copyright

- How do I know what is copyrighted?
- Claimed Content
- What will happen if I upload infringing content?
- What About "Fair Use"?
- Copyright Help Center
- Copyright Glossary

DISCLAIMER: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION WE PRESENT HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY.

Try YouTube in a fast, new web browser! Download Google Chrome for PC

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Current Location: Worldwide Show locations  
Current Language: English Show languages  
Safety Mode is off

Add YouTube to your Google homepage

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