
This Privacy Policy and Terms of Use (“Policy”) is our policy regarding maintaining the privacy of personal information we collect online and regarding our content and online relationship with you in connection with the Websites. This Policy describes the privacy practices we undertake and the terms of use governing the Websites.

This Policy sets out your obligations and ours with respect to your use of the Websites and by using the Websites you agree to abide by the terms of this Policy. We reserve the right to change the Policy and how we handle the information we collect through the Websites at any time and your continual use of these Websites, subsequent to any changes to this Policy, constitutes your acceptance of such changes. Therefore, please understand that you are responsible for viewing the Policy proactively and periodically to assure familiarity with the most current version of the Policy. We will post all changes to this Policy here so that you will always know what information we gather and how we might use and disclose that information. You may determine that this Policy has been updated by checking the “Last Revised” date posted at the top of this page.

BY VISITING THE WEBSITES, YOU CONSENT TO OUR USING ANY INFORMATION THAT YOU PROVIDE TO US OR THAT WE COLLECT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS POLICY. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT VISIT OR USE THE WEBSITES.

Information We Collect and Track. GFS does not require you to provide us with any personally identifying information in order to use our Websites. GFS collects only two types of information about Website visitors: (i) personal information that individual visitors provide when interacting on the Websites, or voluntarily at certain other points (such as via forms or emails); and (ii) tracking data, which is automatically collected from every Websites visitor, (collectively, “Information”). If you do not want us to track such information about you, you can set your browser to warn you before accepting cookies and refuse cookies when your browser alerts you to their presence. You can also adjust the settings in your browser to refuse all cookies.

In addition, if you contact us, we may keep a record of your correspondence, including any Information contained therein.

The tracking data we record includes, without limitation, Information regarding the number and frequency of users to the Websites, the websites that users access before and after they visit the Websites, the Internet software used by our users to access the Websites, and our users’ IP addresses and Internet service providers.

How We Use Your Information. The Information that we collect and that you provide to us is used for our purposes and the purpose for which you provided it, including, without limitation, to respond to your requests or correspondence. The Information may also be
analyzed so that we can serve you in the best manner possible on our Websites through enhanced features and functions and to provide you with useful information, including, without limitation, information from third parties.

We will not disclose any personally identifiable information to third parties, except (i) to parties who perform services for us, such as sending you mail or e-mail, web hosting, credit card processing and other similar services; (ii) when we believe that such disclosure is required by law; (iii) to enforce this Policy; (iv) to protect the rights, property, security or safety of GFS, Websites users or the public; (v) to respond to an emergency; or (vi) as otherwise stated in this Policy.

We use certain tracking data for several purposes, including, without limitation, for load balancing metrics and to create reports on user demographics and Websites traffic patterns. The reports that are generated from tracking data are used for a variety of purposes, including, for example, improving the Websites and our services.

**Third Parties.** We may employ third party agents or third party service providers to operate the Websites and/or to perform functions on our behalf, such as sending mail and e-mail and analyzing data or other administrative tasks. These third parties have access to the Information needed to perform their functions. We attempt to limit such third parties to using the Information that is shared with them solely for the purpose of providing such services, however, we cannot be responsible for such third parties’ use of Information not in compliance with this Policy.

**How Your Information Is Protected.** We take reasonable precautions to protect your Information from loss, misuse or alteration. We maintain reasonable physical, electronic and procedural safeguards for your Information. You should recognize, however, that there is no such thing as “perfect security” on the Internet and we cannot guarantee the security of your Information. In addition, because Internet communication is unsecured, it is also possible that the information you supply to us or your access of any information via the Websites will be intercepted during transmission. We cannot be liable for any breach of our systems or interception of our transmission and we hereby fully disclaim, to the fullest extent provided under law any liability associated with any claim relating to a breach of security, data or information.

**Other Communications.** From time to time, we may e-mail Websites users information regarding important developments affecting GFS. We may also e-mail Websites users on occasion regarding the Websites. Such e-mails may be sent to Websites users even if they have not requested to receive, or have opted out of receiving, any communication from GFS.

**Links to Third-Party Sites.** The Websites may contain links to sites owned and operated by other parties. We are not responsible for and have no control over the privacy policies or the content of any such third party websites. We encourage you to review the privacy policies of those websites prior to providing them with any information.

**Ownership of Content.** The Websites include a combination of content that we, our users and other third parties create (collectively, the “Content”). Except as noted on the Websites, all of the Content available through the Websites, including, but not limited to, written content, interface design and layout, photographs, graphics, images, illustrations, marks, logos, sound or video clips, software code and animation, is trademarked or
Copyright protected. Except as noted on the Websites, you may not use, store, display, modify, reproduce, publish, transmit, participate in the transfer or sale of, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content on the Websites (including, for the avoidance of doubt, Content provided by our users) in whole or in part. If you would like to request permission to use any of the Content on the Websites, please contact us at info@ghettofilm.org.

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Posting and Transmitting Content. You are solely responsible for all materials, whether publicly posted or privately transmitted, that you submit, upload, e-mail, transmit or otherwise make available on the Websites (“Your Content”). You represent and warrant that Your Content does not violate any right of any third party, including, without limitation, copyright, trademark, privacy or other personal or proprietary rights of any person or entity. You further represent and warrant that Your Content will not contain libelous or otherwise unlawful, abusive or obscene material (as determined by GFS in its sole discretion), or contain any computer virus or other malicious code that could in any way affect the operation of the Websites or any computer that connects to the Websites. You may not use false or misleading contact information, pretend to be someone other than yourself, or otherwise mislead GFS or its service providers.

You should be aware that Your Content may be read, collected or used by other Website visitors. We are not responsible for the third party use of Your Content. We have the right, but not the obligation, to remove any Content posted to the Websites by users that may, in our sole discretion, violate this Policy or that is otherwise, in our sole opinion, objectionable.

Grant of License. You represent and warrant that you are the author of Your Content, that you own all intellectual property rights in and to Your Content and that no third party is entitled to any compensation or other payment in connection the exploitation by GFS of Your Content. GFS and its service providers will treat such content posted, transmitted or submitted by you as non-confidential and non-proprietary information. Upon posting, submitting or transmitting Your Content on or through the Websites, you grant GFS a perpetual, worldwide, irrevocable, royalty-free, non-exclusive license, with the right to sublicense, use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for any and all purposes. Please do not send us or post any creative ideas or any other plans or proposals that you would like to keep confidential and proprietary. You agree that any information that you provide us will be covered by the license granted herein.

Disclaimers. We disclaim any responsibility for the deletion, the failure to store, the mis-delivery, or the untimely delivery of any information or material submitted to or transmitted through the Websites.

We make no warranties of any kind, either express or implied,
INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WEBSITES, ANY CONTENT, OR ANY OF THE SERVICES, TOOLS OR PRODUCTS AVAILABLE ON THE WEBSITES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE WEBSITES AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

Limitation of Liability. GFS and its officers, directors, employees, agents, service providers, and licensors (collectively, the “GFS Parties”) shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Websites and services or resulting from any information or services obtained or messages received or transactions entered into through the Websites or resulting from unauthorized access to or alteration of your transmissions of data, including but not limited to, damages for loss of profits, use, data or other intangibles, even if we have been advised of the possibility of such damages.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

If you are dissatisfied with any portion of the Websites, or with this Policy, your sole and exclusive remedy is to discontinue using the Websites.

Compliance With Laws. We reserve the right to disclose any Information to comply with any law, regulation, decree, judgment, order, subpoena or any other governmental order (“Order”) without any obligation to contest or verify the accuracy of such Order.

Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Injunctive Relief. You acknowledge that any use of the Websites except as expressly permitted by this Policy will cause irreparable injury for which monetary damages would not be sufficient, and you consent to entry of immediate and permanent injunctive relief with respect to such unauthorized use. GFS shall not be required to post a bond or other security as a condition to the granting of such relief.

Indemnification. By utilizing the Websites and/or submitting Your Content, you agree to indemnify, defend and hold the GFS Parties harmless from and against any and all liability, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees) incurred by any GFS Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of your use of the Websites; any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you; Your Content; your connection to the Websites; your violation of this Policy; or your violation of the rights of any other person or entity.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.
Termination. GFS may suspend or terminate any user’s access to all or part of the Websites without notice or recourse, for any conduct that GFS, in its sole discretion, believes is in violation of any applicable law or of this Policy or is harmful to the interests of another user, a service provider, GFS or its affiliates.

Governing Law. By visiting or using the Websites and/or by submitting Your Content, you agree that the laws of the State of New York, without regard to principles of conflicts of law, will govern this Policy and any dispute of any sort that might arise between you and GFS. You agree that any action at law or in equity that arises out of or relates to any use of the Websites will be filed only in the state or federal courts located in New York County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Visitors from countries outside the United States. Users who choose to access the Websites from outside of the United States do so at their own initiative and are responsible for compliance with any and all local laws and regulations that may apply to such access. If you are located outside of the United States, your Information will be transferred to the United States. By accessing the Websites and by submitting your Information, you consent to its transfer and storage in the United States and its use by us as provided for herein.

Children Under the Age of 13. We are pleased when young people visit the Websites to learn about GFS. We are also concerned about the privacy protection of children who access the Internet, and we comply with the Children’s Online Privacy Protection Act (COPPA). Accordingly, the Websites are not intended for use by anyone under the age of 13 without the supervision of a parent or guardian, and we do not knowingly collect personally identifiable information from anyone under 13 years of age without the consent of parent or guardian. If you are under the age of 13, please do not submit any personally identifiable information to us. You may rely on your parent or guardian to assist you.

How You Can Update or Correct Your Information and Contact the Websites. You can call GFS at the numbers provided on www.ghettofilm.org or send a message to info@ghettofilm.org to update or correct your Information.

Please contact us at info@ghettofilm.org if you have any questions or concerns regarding the Websites or this Policy.