

TERMS OF USE FOR ACCESSING ALBERTA FILM'S LOCATIONS LIBRARY (THE "TERMS OF USE")

SCOPE

1. This Terms of Use contains the terms and conditions regarding your access to Alberta Film's Locations Library (the "Platform") operated by Alberta Film.
2. By providing the contact information required in Schedule A (the "Contact Information") and by signing this Terms of Use, you hereby request access to the Platform and indicate your acceptance of the terms and conditions contained in this Terms of Use.
3. You warrant and represent that the Contact Information provided by you is true and accurate.
4. You agree to update the Contact Information as it changes from time to time.
5. Alberta Film is part of the Government of Alberta and any and all references to Government of Alberta include Alberta Film.

GRANT OF LIMITED LICENSE

5. Subject to Alberta Film's approval, you are granted a limited license (the "License") to work within the Locations Library for the sole purposes (the "Authorized Purpose") of: scouting locations for a film industry project, including a commercial, documentary, motion picture or television production (a "Project"); contributing locations content to the Platform.
6. You acknowledge that the License does not grant you any ownership of, or copyright in, photographs in the Platform ("Location Photos").
7. Under the License, you may not:
 - a) use the Location Photos for any purpose other than the Authorized Purpose including, without limitation, using the Location Photos for any commercial purpose or for public display (whether commercial or non-commercial); or
 - b) modify the Location Photos or remove any copyright notices or other proprietary notations contained in or on the Location Photos.
8. You acknowledge and understand that you are responsible for all photos and any related locations content ("Your Content") that you upload to the Platform and verify that the information is correct at the time of uploading.
9. You grant Alberta Film a royalty-free, non-exclusive, perpetual, transferable license (with a right to sub-license) to use, reproduce, and distribute Your Content in any media worldwide for the purpose of Alberta Film's locations database and general marketing and promotion of Alberta's locations for film and television production.
10. You continue to retain copyright and any other rights you hold in Your Content and understand you can continue to share and commercialize Your Content as you wish.
11. You release and forever discharge Alberta Film, its employees, representatives, successors, and licensees from any claims, obligations or liability of every kind arising in any way out of the provision of Your Content to the Platform and Alberta Film's collection, use, reproduction, or disclosure of Your Content.

PASSWORD PROTECTION

12. Once you have been trained by Alberta Film on how to access the Platform, you will be provided with a unique user name and be prompted to create a password (the "Password") that will allow you to access the Platform.
13. You agree to maintain the confidentiality of your Password and, without limitation, you agree that you will not share your Password with third parties or permit third parties to use your Password.

14. You agree to accept full responsibility for all activities arising from the use of your Password.
15. You agree to promptly notify Alberta Film if you become aware of any unauthorized use of your Password and, thereafter, to take such reasonable steps as may be reasonably required or expressly specified by Alberta Film to prevent any reoccurrence of such unauthorized use.

ACCESS

16. Your access to the Platform is at the sole discretion of Alberta Film and Alberta Film may suspend all or part of your access to the Platform at any time and for any reason without notice.

TERMINATION

17. You agree that Alberta Film may terminate this Terms of Use, including the License, for any reason, including your failure to comply with this Terms of Use, at any time and without notice to you.
18. Upon termination of this Terms of Use, you agree to immediately destroy any Location Photos in your possession, whether in electronic or printed format, that do not belong to you.

DISCLAIMER

19. The information contained in the Platform, including the Location Photos, is provided as a service to representatives of the screen-based production industry. While all information in the Platform is believed to be reliable, Alberta Film does not guarantee the quality, accuracy, completeness or currency of the information provided, and you should not assume that information in the Platform is error free.
20. Alberta Film disclaims all warranties, representations and conditions regarding use of the information provided in the Platform, including all implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement whether express or implied, or arising from a course of dealing, usage or trade practice.

LIMITATION OF LIABILITY

21. Government of Alberta is not responsible for any direct, consequential, punitive or any other damages whatsoever and howsoever caused, arising out of any errors or omissions by Alberta Film or out of or in connection with the Platform or the use of the Platform or any delay or inability to use the Platform or from reliance on Alberta Film or the Platform, including without limitation any loss of use, lost data, lost profits, business interruption, personal injury, or any other pecuniary or non-pecuniary loss, whether based on negligence, breach of contract or any other cause of action, even if Alberta Film has been informed of the possibility thereof.

INDEMNIFICATION

22. You agree to indemnify and save harmless the Government of Alberta and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that Government of Alberta or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Terms of Use is terminated, which are based upon, arise out of or occur, directly or indirectly, by reason of either of:
 - a. your breach of this Terms of Use; or
 - b. your use of the Platform or the information provided within the Platform.

APPLICABLE LAW

23. The laws of Alberta will govern as to the interpretation, validity and effect of this Terms of Use. You consent and submit to the exclusive jurisdiction of the courts of Alberta in any action or proceeding instituted under or related to this Terms of Use, or your use of the Platform or the information it contains.

MISCELLANEOUS

24. If any provision of this Terms of Use is unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Terms of Use and will not affect the validity and enforceability of any remaining provisions.
25. This Terms of Use constitutes the entire agreement between the parties relating to the matters contained herein and cannot be modified except in writing by Alberta Film.
26. Alberta Film may modify this Terms of Use at any time by providing you at least 14 days' prior written notice at the Contact Information you provided (as updated by you from to time pursuant to section 4), and your continued use of the Platform after such notice constitutes acceptance of the modified Terms of Use.
27. Sections 6, 9, 10, 11, 15, 21 and 22 will continue in force indefinitely, even after this Terms of Use terminates.

Name: _____ Job title: _____

Cell #: _____ Email: _____

Signature: _____ Date signed: _____

Alberta Film Representative: _____

This information is being collected under Section 33(c) of the Freedom of Information and Protection of Privacy Act, and will be protected under the provision of the Act. Should you have any questions about the collection and use of this information please contact Alberta Film, Cultural Industries Branch, *Culture, Multiculturalism and Status of Women* at 403-297-6241 or info@albertafilm.ca.