

# Parents Television Council Contributor Agreement



The following Agreement ("Agreement") governs your written submissions ("Content") to the Parents Television Council's (PTC) official blog, <http://www.parentstv.org/blog/>, which includes news content, opinion content and interactive features (collectively, the "Web Site"). The Web site is owned and operated by The Parents Television Council, its subsidiaries and affiliated entities ("The PTC"). Please read this document carefully.

If you agree to be bound by the terms of this Agreement, you should click on the "I AGREE" button at the end of this Agreement. If you do not agree to be bound by the terms of this Agreement, you should click "I DISAGREE." If you click "I DISAGREE," you will not be able to submit content to the Web Site.

In consideration of the mutual promises contained herein, the parties agree as follows:

## I. TERMS OF USE

The [PTCs Terms of Use](#) apply to all uses of the Web Site, and are incorporated into this Agreement by reference.

## II. SUBMISSION TERMS

You may not submit any Content that is obscene, defamatory, harassing, threatening, pornographic, illegal, or would violate the rights of others, or that otherwise violates the User Conduct section of the Terms, or in any manner involves endorses or opposes a candidate for elective or appointed office, or a political party, or in any way endorses a commercial product.

The PTC reserves the right to delete or edit any submission that it considers to violate the terms of this agreement, in its sole discretion. The PTC, however, assumes no responsibility for monitoring the Web Site for inappropriate content or conduct. If at any time The PTC chooses, in its sole discretion, to monitor the Web Site, The PTC will assume no responsibility for the content on the Web Site, no obligation to modify or remove any inappropriate or otherwise objectionable content on the Web Site, and no responsibility for the conduct of any user submitting such content.

PTC may also remove any Content for any reason with or without notice . This includes all materials related to your use of the Web Site, including email accounts, postings, profiles or other personalized information you may have created while using the Web Site.

### **By submitting Content on the Web Site, you:**

1) expressly grant The PTC and our respective affiliates and successors a worldwide, transferable, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable license to use, publish, modify, publicly perform, reproduce, display, distribute, and create derivative works from such Content in any and all media, for any purpose whatsoever, in whole or in part, without further notice or consent and without any duty to compensate you;

2) expressly grant the right to authorize the use of your Content, or any portion thereof, by other users or Web Site visitors in accordance with the terms and conditions of this Agreement

and the [Terms of Use](#) of the PTC web sites, generally, including the rights to feature your Content specifically on the Web Site and to allow other users to request access to your Content, such as for example through an RSS Feed;

3) represent and warrant that you have all rights in and to the Content you submit, or that you have express authorization from the copyright and/or trademark owner to use such Content.

4) Represent and warrant that your submissions consist of your own personal opinions and are not a work for hire or paid advocacy on behalf of any third party. To the extent that you have any financial interest in any submission or are being paid by any party for any submission, you agree to disclose such facts to The PTC.

### **III. THE PTC RESPONSIBILITIES**

The PTC will be responsible for the design, layout, posting, and maintenance of the Content. However, in no event is The PTC under any obligation, express or implied, to post or otherwise include any of the Content on the Web Site or elsewhere. The PTC will not alter or impair any acknowledgment of copyright or other intellectual property rights that may appear in the Content, including all copyright, trademark and similar notices that you may reasonably request.

### **IV. INDEMNIFICATION/ DISCLAIMER OF WARRANTIES AND LIABILITY**

You agree to indemnify and hold The PTC, its subsidiaries, affiliated companies, officers, directors, shareholders, predecessors, successors interest, agents, employees, partners and licensors, harmless from any claim, demand, loss, liability, or expense, including reasonable attorney fees, made by any third party due to or arising out of:

- 1) any content you submit, post, transmit or otherwise make available through the Web Site;
- 2) your access or use of the Web Site;
- 3) your violation of this Agreement; or
- 4) your violation of any rights of a third party.

### **V. COPYRIGHT/IP POLICY**

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For more information about our policy, please see our [Terms of Use](#).

### **VI. GOVERNING LAW**

This Agreement shall be governed in accordance with the laws of the State of Delaware without regard to its conflict of law provisions.

### **VII. WAIVER AND SEVERABILITY OF UNENFORCEABLE PROVISIONS**

If The PTC does not exercise or enforce any right under this Agreement, it doesn't mean that it waives such right. Likewise, if a court holds that any portion of this Agreement is unenforceable, that portion shall be deemed severable from rest of this Agreement and the fact that it is unenforceable will not affect the validity and enforceability of the remaining provisions.

### VIII. ENTIRE AGREEMENT

This Agreement, together with the Terms of Use, constitute the entire agreement between you and The PTC with regard to your use of the Web Site. Any and all other written or oral agreements or understandings previously existing between you and The PTC with respect to your use of the Web site are hereby superseded and cancelled.

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Writer or Parent/Guardian (if writer is under the age of 18):

Check here to indicate acceptance of this binding legal agreement:

I agree \_\_\_\_ or I disagree \_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_