Filmmakers, Audience and Non-Festivals

1. ACCEPTANCE OF TERMS.

1.1 Overview.

The following terms and conditions (this "TOS") govern all use by you as a Filmmaker (as defined below) or other Non-Festival (as defined below) user or visitor of (a) DCFF websites and domains (including all webpages, subdomains and subparts therein contained, the "Site"), (b) any and all services available on or through the Site or otherwise provided by DCFF in connection with festivals, events and contests listed on the Site, and (c) all Software (as defined below) (collectively, the "Services"). The Services are owned and operated by DCFF. The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Site by DCFF. BY USING OR ACCESSING ANY PART OF THE SERVICES, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME ON THE SITE BY DCFF. IF YOU DO NOT AGREE TO ANY OF SUCH TERMS, CONDITIONS, RULES, POLICIES OR PROCEDURES, DO NOT USE OR ACCESS THE SERVICES.

1.2 Modification.

DCFF reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of this TOS at any time. It is your responsibility to check this TOS periodically for changes. Your continued use of the Services following the posting of any changes to this TOS constitutes acceptance of those changes. If any change to this TOS is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Services.

1.3 Language.

We may translate this Terms of Service, our Privacy Policy or any other operating rules, policies and procedures that may be published from time to time on the Site into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control.

2. DESCRIPTION OF DCFF.

DCFF provides a simple and quick means for registered users to watch and enjoy films and/or content provided by DCFF staff.

3. YOUR USE OF THE SERVICES.

3.1 The Services.

DCFF hereby grants you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for the purposes of browsing the Site, and searching for, viewing, submitting to, purchasing from, and interacting with, a festival that is registered on the Site, in each case (i) in

compliance with this TOS, and (ii) to the extent permitted under all applicable laws and regulations (foreign and domestic). Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly: (i) modify, reproduce or otherwise create derivatives of any part of the Services or Site Content (as defined below); (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Services for timesharing, service bureau, or commercial purposes; (iv) remove or alter any proprietary notices or labels on or in the Services or Site Content; (v) engage in any activity that interferes with or disrupts the Services; or (vi) engage in any fraudulent activity or activity that facilitates fraud. By using the Services you consent to DCFF acting as an agent for the Festival. When a submission fee, ticket fee or merchandise fee is charged, then DCFF will be handling the transaction and collecting payment for and on behalf of the Festival.

4. PAYMENT.

4.1 Independent Relationship of FPMs.

When using a FPM, such as PayPal, Festivals and Filmmakers effect the applicable monetary payment transaction through the FPM service, and are bound by the applicable terms of use governing the FPM service.

4.2 Refunds.

It is the responsibility of the Festival to communicate its refund policy to Filmmakers and to issue or authorize refunds to Filmmakers via DCFF or otherwise. If a Filmmaker desires to request a refund, Filmmaker must request the refund from the Festival. All disputes regarding refunds are between the Festival and Filmmaker. DCFF will not be responsible or liable in any way for refunds, errors in issuing refunds, or lack of refunds in connection with the Services. If you are a Filmmaker and you wish to request a refund in connection with an event listed on DCFF, you should first contact the applicable Festival directly.

4.3 Submission Protection

Submission Protection is an optional service that we offer to Filmmakers only at the time of checkout. Submission Protection provides for a full refund of Filmmaker’s entry fee for a Festival if: Filmmaker decides to withdraw submission within 5 days of submitting (provided the entry has not yet been judged by the festival); the Festival is canceled, deactivated, or does not take place; Filmmaker’s submission is lost in transit or not received by the festival. The fee for Submission Protection itself is not refundable.

4.4 Ticket Protection

Ticket Protection is an optional service that we offer to Filmmakers only at the time of checkout. Ticket Protection provides for a full refund of Filmmaker’s ticket fee if: Filmmaker decides to cancel purchase within 2 days of ordering; the event is canceled or does not take place; Filmmaker cannot attend the event due to Unforeseen Circumstances. Covered Unforeseen Circumstances are limited specifically to: physical injury, too sick to attend, have jury duty, subpoena for court. A letter from a

doctor or court is required for proof of Unforeseen Circumstances. The fee for Ticket Protection itself is not refundable.

5. YOUR REGISTRATION OBLIGATIONS.

To be a registered user of the Services, whether as a Filmmaker or other Non-Festival, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or DCFF has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, DCFF has the right to suspend or terminate all of your accounts and refuse any and all of your current or future use of the Services (or any portion thereof). DCFF is concerned about the safety and privacy of all its users, particularly children. For this reason, and to be consistent with the terms of use of any FPM service provider or other third party service provider, you must be at least 13 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, to register for an account.

6. ACCOUNT, PASSWORD AND SECURITY.

As part of the Site registration process, you will create a password and account. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account. You agree to (a) immediately notify DCFF of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. DCFF cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account. In the event of any dispute between two or more parties as to account ownership, you agree that DCFF shall be the sole arbiter of such dispute in its sole discretion and that DCFF's decision (which may include termination or suspension of any account subject to dispute) shall be final and binding on all parties.

7. CONTENT.

7.1 Site Content.

You agree that all material, including without limitation information, data, software, text, design elements, graphics, images and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by DCFF in connection with the Services (collectively, "Site Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws. DCFF may own the Site Content or portions of the Site Content may be made available to DCFF through arrangements with third parties. Except as expressly authorized by DCFF in writing or in connection with your use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content, or post any Site Content on any other web site or in a networked computer environment for any purpose. In connection with your use of the Service, you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. Reproducing,

copying or distributing any Site Content for any other purpose is strictly prohibited without the express prior written permission of DCFF. You shall use the Site Content only for purposes that are permitted by this TOS and any applicable laws and regulations (foreign and domestic). Any rights not expressly granted herein are reserved.

7.2 Your Content.

You acknowledge and agree that if you contribute, provide or make available any Content to the Site ("Your Content"), you hereby grant to DCFF a non-exclusive, worldwide, perpetual, royalty-free, transferable right and license to use, distribute, transfer, display and otherwise provide Your Content to any festivals or events to which you specifically choose to submit Your Content via DCFF. YOUR USE OF THE DCFF SITE AND SERVICES DOES NOT GRANT US OR ANY THIRD PARTIES ANY OWNERSHIP TO YOUR INTELLECTUAL PROPERTY. YOU RETAIN COPYRIGHT AND ALL OWNERSHIP TO YOUR WORK. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, and (ii) complies with all applicable laws and regulations (foreign and domestic). DCFF reserves the right to remove any of Your Content from the Site at any time if DCFF believes in its sole discretion that it does not comply with this TOS. In addition, you agree that DCFF may use your name and project name for the purpose of identifying you as an existing or past customer of DCFF both on the Site and in marketing and promotional materials.

8. CONDUCT.

8.1 Certain Restrictions.

Whether you are using the Services as a Filmmaker or other Non-Festival, you understand that you are liable for all Content, in whatever form, that you provide or otherwise make available to or through the Services, including to Festivals, Filmmakers and other Non-Festivals. You agree not to use the Services to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

harm minors in any way;

facilitate gambling, gaming, lotteries, raffles, sweepstakes and/or any other activity featuring the award of a prize other than contests conducted in a manner that complies in all respects with DCFF’s Contests Guidelines;

impersonate any person or entity, including, but not limited to, a DCFF representative or forum leader, or falsely state or otherwise misrepresent your affiliation with a person or entity;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside

information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any person or entity;

upload, post, email, transmit or otherwise make available any Content related to the sale or provision of goods and services other than the sale or provision of submissions and registrations to events listed on the Site and other goods and services being sold or provided in conjunction with such events;

upload, post, email, transmit or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to otherwise interact with the Services in a manner not permitted by this TOS or expressly authorized by DCFF;

interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

intentionally or unintentionally violate any applicable law or regulation (foreign or domestic); or

stalk or otherwise harass any person or entity.

8.2 Certain Remedial Rights.

Whether you are using the Services as a Filmmaker or other Non-Festival, you acknowledge that DCFF does not pre-screen any Content provided or made available by you or any third party in connection with the Services, but that DCFF and its designees shall have the right (but not the obligation) in their sole discretion to (i) monitor, alter, edit, or remove any of your Content, in whole or in part, and/or (ii) rescind and terminate your right to use the Services at any time (with or without notice) for any reason or no reason. You acknowledge and agree that DCFF may preserve Your Content and may also disclose Your Content for any reason, including without limitation if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOS; (c) respond to claims that any of Your Content violates the rights of third parties; and/or (d) protect the rights, property, or personal safety of DCFF, its users and/or the public. You understand that the technical processing and transmission of the Services, including Your Content, may involve (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

9. SPECIAL ADMONITIONS FOR INTERNATIONAL USE.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. By way of illustration and not limitation, you agree to comply with all applicable laws and regulations (foreign and domestic) regarding the transmission of technical data exported from the United States or the country in which you reside.

In addition, the Services are subject to United States export controls. No part of the Services may be exported or re-exported into, or to a national or resident of, any country to which United States has

embargoed goods and/or services of the same type as the Services. By using the Services or any part thereof (including by downloading any Software), you represent and warrant that you are not located in, and you are not a national or resident of, any such country.

10. INDEMNITY.

You agree to defend, indemnify and hold DCFF, and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: your Content; the events listed on the Service; your use of, contribution to or connection with the Service; your violation of this TOS; and/or your violation of any rights of another. DCFF shall provide notice to you of any such Claim, provided that the failure or delay by DCFF in providing such notice shall not limit your obligations hereunder. DCFF reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting DCFF's defense of such matter.

11. SERVICE MODIFICATIONS/SUSPENSIONS.

DCFF reserves the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) for any reason or no reason with or without notice. You agree that DCFF shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

12. TERMINATION.

DCFF, in its sole discretion, may terminate your password, accounts (or any part thereof) and/or your right to use the Services, and remove and discard any and all of Your Content within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due DCFF, or if DCFF believes that you have violated or acted inconsistently with the letter or spirit of this TOS. You agree that any termination of your right to use the Services may be effected without prior notice, and acknowledge and agree that DCFF may immediately deactivate or delete your account and all related Content and files related to your account and/or bar any further access to such files or the Services. Further, you agree that DCFF shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services. All provisions of this TOS that by their nature should survive termination of your right to use the Services shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, and intellectual property protections and licenses).

13. LINKS.

The Services may provide, or third parties may provide, links to other Internet websites or resources. Because DCFF has no control over such websites and resources, you acknowledge and agree that DCFF is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or

available from such websites or resources. You further acknowledge and agree that DCFF shall not be responsible or liable for any damage or loss caused or alleged to be caused by or in connection with any use of or reliance on any such Content, advertising, products, services or other materials available on or through any such website or resource.

14. DISCLAIMER OF WARRANTIES.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DCFF HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. DCFF MAKES NO WARRANTY THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU, OR EVENTS ATTENDED, THROUGH THE SERVICES, OR THE SERVICES THEMSELVES (OR ANY PART THEREOF), WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. DCFF IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR THE CONTENT, PRODUCTS, SERVICES, ACTIONS OR INACTIONS OF ANY USER, FILMMAKER OR OTHER NON-FESTIVAL, FESTIVAL OR THIRD PARTY BEFORE, DURING AND/OR AFTER AN EVENT; AND DCFF WILL HAVE NO LIABILITY WITH RESPECT TO ANY WARRANTY DISCLAIMED IN (I) THROUGH (V) ABOVE. YOU ACKNOWLEDGE THAT DCFF HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF EVENTS AND FESTIVALS ADVERTISED, THE TRUTH OR ACCURACY OF ANY USERS' (INCLUDING FILMMAKERS', OTHER NON-FESTIVALS' AND FESTIVALS') CONTENT OR LISTINGS, OR THE ABILITY OF ANY USER (INCLUDING FILMMAKERS, OTHER NON-FESTIVALS AND FESTIVALS) TO PERFORM, OR ACTUALLY COMPLETE A TRANSACTION. THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. Notwithstanding the foregoing, you may report the misconduct of users, Filmmakers, other Non-Festivals, Festivals and/or third parties in connection with the Site or any Services to DCFF. DCFF, in its sole discretion, may investigate the claim and take necessary action.

15. LIMITATION OF LIABILITY.

DCFF SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS TOS, FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DCFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, (III) AMOUNTS IN EXCESS OF CA$100.00 IN THE AGGREGATE FOR ALL CLAIMS WITH RESPECT TO THE SERVICES, OR (IV) ANY MATTERS BEYOND DCFF'S REASONABLE CONTROL. DCFF SHALL HAVE NO LIABILITY WITH RESPECT TO ANY OF YOUR CONTENT OR ANY CONTENT OF ANY OTHER USER OF THE SERVICES. IN ADDITION, DCFF IS NOT

AFFILIATED WITH, AND HAS NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH, ANY THIRD PARTY SERVICE PROVIDER USED IN CONJUNCTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY FPM SERVICE), AND DCFF HAS NO RESPONSIBILITY FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTY SERVICE PROVIDER. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. RELEASE.

IN CONSIDERATION OF BEING PERMITTED TO ACCESS AND USE THE SERVICES, YOU HEREBY AGREE TO RELEASE DCFF, AND ITS AFFILIATES, AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, OTHER PARTNERS, AND EMPLOYEES FROM ALL DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, LIABILITIES, COSTS AND EXPENSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH DISPUTES BETWEEN YOU AND THIRD PARTIES (INCLUDING OTHER FESTIVALS, FILMMAKERS, AND OTHER NON-FESTIVALS) IN CONNECTION WITH THE SERVICES, YOUR ACCESS AND USE OF THE SERVICES, OR ANY EVENTS LISTED THEREON.

17. PRIVACY.

All information provided by you or collected by DCFF in connection with the Services is governed by DCFF’s Privacy Policy, which is hereby incorporated by reference into this TOS. DCFF strongly recommends that you review the Privacy Policy closely. Further, any information submitted or provided by you to the Services may be publicly accessible. You should take care to protect private information or information that is important to you. DCFF shall not be responsible for protecting any such information and is not liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Please be aware that if you decide to disclose personally identifiable information on the Services, this information may become public. DCFF does not control and shall not be responsible for the acts of you or any other users (whether Festivals, Filmmakers, other Non-Festivals or otherwise) of the Services.

18. NOTICE.

Notices to you may be made via either email or regular mail to the address in DCFF's records. The Services may also provide notices of changes to this TOS or other matters by displaying notices or links to notices to you generally on the Services. Any notice from you to us shall be sent in writing to our mailing address at: Sister Bay Advancement Association C/O DCFF P.O. Box 351, Fish Creek, WI 54212

20. TRADEMARK INFORMATION.

The trademarks, service marks, and logos of DCFF (the "DCFF Trademarks") used and displayed in connection with the Services are registered and unregistered trademarks or service marks of DCFF. Other company, product, and service names used in connection with the Services may be trademarks or service marks owned by third parties (the "Third Party Trademarks", and, collectively with DCFF Trademarks, the "Trademarks"). The offering of the Services shall not be construed as

granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Services without the prior written consent of DCFF specific for each such use. The Trademarks may not be used to disparage DCFF, any third party or DCFF's or third party's products or services, or in any manner (in DCFF 's sole judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless DCFF approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any DCFF Trademark shall inure to DCFF 's benefit.

23. GENERAL.

23.1 Entire Agreement.

This TOS constitutes the entire agreement between you and DCFF and governs your use of the Services as a Filmmaker or other Non-Festival, superseding any prior or contemporaneous agreements, proposals, discussions or communications between you and DCFF on the subject matter hereof. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third party Content, third party software or the Services in a manner other than as governed by this TOS.

23.2 Choice of Law.

This TOS and the provision of the Services to you are governed by the laws of the state of Nevada as such laws are applied to agreements entered into and to be performed entirely within Nevada by Nevada residents.

23.3 Arbitration.

Any controversy or claim arising out of or relating to this TOS or the provision of the Services shall be exclusively settled by binding arbitration in accordance with the commercial arbitration rules of an arbitration service in Nevada. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Nevada and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Subject to the foregoing arbitration provision, you and DCFF agree to submit to the personal jurisdiction of the courts located within the city of Las Vegas, Nevada. Either you or DCFF may seek any interim or preliminary relief from a court of competent jurisdiction in Las Vegas, Nevada, necessary to protect the rights or property of you or DCFF (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

20.4 No Class Actions.

You and DCFF agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, consolidated or representative proceeding. The arbitrator may not consolidate more than one person’s claims, may not preside over any form of class, consolidated or representative proceeding and may only provide relief in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

23.5 Waiver; Invalid Provisions.

The failure or delay of DCFF to exercise or enforce any right or provision of this TOS shall not constitute a waiver of such right or provision. No oral waiver, amendment or modification shall be effective under any circumstance whatsoever. If any provision of this TOS is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOS shall remain in full force and effect.

23.6 Time to File Claim.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this TOS must be filed within two (2) years after such claim or cause of action arose or be forever barred.

23.7 Titles.

The section titles in this TOS are for convenience only and have no legal or contractual effect.

23.8 Violations.

Please report any violations of this TOS by email to dcshortfilmfest@gmail.com.