



# **CONTENT SUBMISSION AGREEMENT**



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This Content Submission Agreement ("Agreement") shall confirm certain of your rights and responsibilities.

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You shall be solely responsible for your own User Content and the consequences of posting or publishing the same. In connection with your User Content, you affirm, represent, and/or warrant that: (i) you are over 18 years of age, or are an emancipated minor, or possess legal parental or guardian consent and that you have the right and ability to enter into this Agreement and agree to the terms stated herein; (ii) you own or have the necessary licenses, rights, consents, and permissions to use and authorize ZTV to use all patent, trademark, trade secret, copyright and/or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by ZTV and these terms of use, without the consent of any third parties; (iii) you have not exclusively granted or assigned or otherwise transferred the rights in and to your User Content to any third parties; (iv) there are no claims, litigation, or other proceedings pending or threatened which could in any way impair, limit or diminish the rights in and to the User Content granted hereunder; (v) if any minors appear in the User Content, I am the mother, father or duly appointed guardian of such minors or have the irrevocable permission of the parents or duly appointed guardian(s) of such minor(s) to grant the rights in and to the User Content set forth herein; (vi) you are granting the rights in and to the User Content granted hereunder with the knowledge and understanding that ZTV and/or the Third Parties may incur substantial expense in reliance thereon; and (vii) uploading or posting User Content shall constitute my signature and acceptance of this Agreement and these terms and have the same effect as if you had signed such an Agreement containing these terms and, upon request, you agree to sign a non-electronic version of this Agreement containing these terms and, until such time, a printed version of this Agreement shall be admissible in judicial, administrative or arbitration proceedings based upon or relating to this Agreement and these terms to the same extent and subject to the same terms and conditions as other business documents and records originally generated and maintained in printed form.

ZTV does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and ZTV expressly disclaims any and all liability in connection with User Content. You understand and acknowledge that ZTV does not guarantee any confidentiality with respect to any of your User Content. ZTV does not permit copyright infringing activities and infringement of intellectual property rights on any of its websites or streaming television channels, and ZTV will remove all User Content if properly notified that such User Content infringes on another's intellectual property rights. ZTV reserves the right to remove User Content in its sole discretion and without prior notice to you, and without any refund or other compensation.

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To the extent permitted by applicable law, you hereby agree to defend, indemnify and hold harmless ZTV, its parent corporation, officers, directors, employees, licensees 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 ZTV; (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 your User Content caused damage to a third party. This defense and indemnification obligation will survive your use of ZTV Hip Hop Global Television Network.

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