SCMS DMCA Policy

General:

The Society for Cinema and Media Studies (“SCMS”) website CMStudies.org (“CMStudies.org” or “site”) is offered to you, the user (“User”), conditioned on acceptance of the terms, conditions, and notices contained therein (“Terms and Conditions”) without modification. User access and use of this site constitutes acceptance of these terms and conditions. It should be noted when reading these Terms and Conditions that:

1. Access of the website from locations outside the United States are responsible for compliance with local laws where applicable
2. Failure or delay to enforce compliance with the Terms and Conditions does not constitute a waiver of the Terms and Conditions
3. Any provisions of the Terms and Conditions found to be void, unlawful or unenforceable are severable from the other provisions of the Terms and Conditions

Copyright Notice:

The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for copyright owners who believe that their rights under U.S. copyright law have been infringed on the Internet. Under the law, copyright owners who believe that their rights have been infringed by unauthorized use of their protected works appearing online may contact the service provider hosting the material in question, directly or through their authorized agents, and request that the infringing material be removed or access to it disabled.

The SCMS takes allegations of copyright infringement very seriously. If you believe in good faith that CMStudies.org is the hosting service provider of material that infringes your copyright, you may submit a written notification of claimed infringement to the Society’s designated agent. A proper written notification contains the following materials:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

Designated Agent

Jill Simpson
Executive Director
Society for Cinema and Media Studies
University of Oklahoma
640 Parrington Oval, Room 300
Norman, OK 73019
United States
Email: jillasimpson@ou.edu

NOTE: No other notices or communications should be sent to the designated agent, who is appointed solely for the purpose of receiving notices of copyright claims under the DMCA.

Disclaimer and Limitation of Liability:

(A) YOU EXPRESSLY AGREE THAT USE OF CMSTUDIES.ORG IS AT YOUR SOLE RISK. NEITHER SCMS, ITS PARENT, SUBSIDIARIES, ITS OTHER AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT CMSTUDIES.ORG WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CMSTUDIES.ORG, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH CMSTUDIES.ORG.

(B) CMSTUDIES.ORG, INCLUDING, WITHOUT LIMITATION, ANY DOWNLOADABLE SOFTWARE, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF SERVICE.

(C) NEITHER SCMS, ITS PARENT, SUBSIDIARIES, ITS OTHER AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS ARE LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
(D) IN NO EVENT WILL SCMS, ITS PARENT, SUBSIDIARIES, ITS OTHER AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING CMSTUDIES.ORG OR THE CMSTUDIES.ORG SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE CMSTUDIES.ORG.

(E) IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, SCMS, ITS PARENT, SUBSIDIARIES, ITS OTHER AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, LICENSORS, INFORMATION PROVIDERS OR CONTENT PARTNERS BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN CMSTUDIES.ORG, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCAISONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES. NEITHER CMSTUDIES, ITS PARENT, SUBSIDIARIES, ITS OTHER AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, LICENSORS, INFORMATION PROVIDERS OR CONTENT PARTNERS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIS INFORMATION. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION.

(F) SCMS disclaims any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing Cmstudies.org, you acknowledge and agree to SCMS’s disclaimer of any such liability. If you do not agree, you should not access or use Cmstudies.org.

**Third Party and User Content:**

(A) Interactive Areas. Cmstudies.org may contain comments sections, discussion forums, bulletin boards, or other interactive features ("Interactive Areas") in which you may post or upload comments or user-generated content such as video, photos, messages, other materials or items (collectively, “User Content”). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. By submitting User Content to an Interactive Area, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms of Service, submit content, participate on Cmstudies.org, and fulfill the obligations set forth in these Terms of Service, which forms a binding contract between you and SCMS.
(B) Community Guidelines. If you submit any User Content or participate in an Interactive Area within or in connection with Cmstudies.org, you agree to abide by the following rules of conduct:

• You agree not to upload, post or otherwise transmit any User Content that violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others;

• You agree not to upload, post or otherwise transmit any User Content that is offensive to the online community, including blatant expressions of bigotry, racism, abusiveness, vulgarity or profanity.

• You agree not to upload, post or otherwise transmit any material that contains or advocates pornography, pedophilia, incest, bestiality, or that is otherwise obscene.

• You agree not to upload, post or otherwise transmit any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability;

• You agree not to upload, post or otherwise transmit any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them;

• You agree not to upload, post or otherwise transmit, without SCMS 's express prior approval, User Content which contains advertising or any solicitation with respect to products or services;

• You agree not to upload, post or otherwise transmit User Content that does not generally pertain to the designated topic or theme of any Interactive Area;

• You agree not to impersonate any person or entity, including, but not limited to, any SCMS employee, or falsely state or otherwise misrepresent your affiliation with any person or entity;

• You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about Cmstudies.org users or posting private information about a third party;

• You agree not to upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component;

• You agree not to interfere with or disrupt Cmstudies.org or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

• You agree not to upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
• You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of Cmstudies.org, use of Cmstudies.org, or access to Cmstudies.org;

• You agree not to upload, post, or otherwise transmit any User Content protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by SCMS, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on Cmstudies.org;

• You agree that if necessary, you have the consent of each and every identifiable natural person in any submission to use such persons name or likeness in the manner contemplated by SCMS;

• You agree that any person who appears in your submission who is a current member of the Screen Actors Guild (SAG), the American Federation of Television and Radio Actors (AFTRA) or any other rights society is not entitled to compensation by SCMS.

Any conduct that in SCMS’s sole discretion restricts or inhibits anyone else from using or enjoying Cmstudies.org will not be permitted. SCMS reserves the right in its sole discretion to remove or edit User Content by you and to terminate your Account for any reason. SCMS is not responsible for User Content submitted to Cmstudies.org or posted in comments sections, chat rooms, on bulletin boards or on other Interactive Areas by users of Cmstudies.org.

**Linking Policy:**

Some links in this website will lead to other websites. These websites are not under the control of SCMS. When the User clicks on these links, s/he will leave this website. SCMS accepts no liability with respect to content, products, materials or services available on any website not under its control.

**Indemnity:**

As a condition of use of SCMS’s website, the User agrees to indemnify SCMS, its parent, subsidiaries, its other affiliates nor any of their respective employees, agents, third party content providers or licensors against any and all liability expenses (including attorney’s fees) and damages arising out of claims resulting from User’s use of the website.

**Changes to the Terms and Conditions:**
We reserve the right to make changes to these Terms and Conditions with no notification to the User. In certain circumstances, we reserve the right to notify registered site users by email of changes made to the website or the Terms and Conditions.

Any rights not expressly granted herein are reserved.