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**ELIGIBILITY FOR USE**

We request that you be 13 years of age or older to use this Site or obtain your parent’s or guardian’s permission prior to such use.

**YOUR ACCOUNT INFORMATION**

It is your responsibility to maintain the confidentiality of your Site account information, and you are responsible for all use of the Site through your account information. You agree to notify us immediately of any unauthorized use of your account or any other actual or suspected breach of Site security.

**YOUR CONDUCT**

Your use of the Site will comply fully with all applicable laws, rules and regulations of the Agreement. The following requirements and other provisions of the Agreement will not limit the generality of this requirement:

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* you will not impersonate another person while using this Site;
* you will not upload, post, email or otherwise send to us, to the Site or to any other person via the Site, any material that
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  + infringes on the intellectual property rights or other rights, including privacy or publicity rights, of any person or entity;
  + unless you have our written permission, promotes or endorses any company or person, any product or service, or any charitable cause;
  + refers to a URL of a website that competes with the Site or that contains, depicts, or promotes illegal content, materials, or activities;
  + requests personally identifiable information; or
  + is abusive, illegal, libelous, defamatory, obscene, threatening, or otherwise unacceptable to us, in our sole discretion.

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**CHATROOM / MESSAGE BOARDS / PROFILES / ET CETERA**

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* private or personal information which might identify a user;
* profanity or obscenities;
* personal attacks on other individuals; or
* slanderous, defamatory, obscene, pornographic, threatening and harassing comments, and/or other information that the DGCM deems in its sole discretion to be inappropriate for this Site.

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We take great care and pride in creating this Site. We are always on the lookout for technical glitches that effect how the Site works. When we find them on our end, we will fix them. Unfortunately, your home computer may cause some glitches that effect how you see our Site–and that is beyond our control.

If you experience any unusual behavior, content, or ads on the Site, it may be the result of Malware on your computer. Malware—short for MALicious softWARE—is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually without the owner’s knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, and more. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our Site and on other sites that you visit.

Please note that we cannot be responsible for the effects of any third-party software including Malware on your computer system. Please make sure to carefully read the Help or Customer Support areas of any software download site. If you do discover any Malware on your system, we also suggest you speak with a qualified computer technician.

If, after taking the above actions, you are still experiencing any problems, please feel free to contact  us at [questions@dramatistsDGCM.com](mailto:questions@dramatistsguild.com).

**INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the DGCM, its subsidiaries, affiliates, assigns, and licensors, and their respective officers, directors, employees, agents, licensors, representatives, and third-party providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation of this Agreement by you. The DGCM reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with the DGCM in asserting any available defenses.

**APPLICABLE LAW, VENUE, JURISDICTION**

This Agreement and the relationship between you and the DGCM shall be governed by the laws of the State of New York without regard to its conflict of law provisions. For any dispute arising under this Agreement, you agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in the State and County of New York. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**MISCELLANEOUS**

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***This Agreement was last updated on October 17, 2013.***