

Terms and Conditions: Here + Queer, Sonoma County

Members of the public may upload, transmit and otherwise submit writings, photos, art, and other creative expressions ("Materials") to the Sonoma County Library for inclusion in its *Here* + *Queer, Sonoma County* project pursuant to these Terms and Conditions.

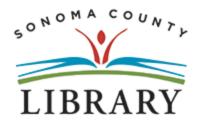
By submitting Materials to the Sonoma County Library's *Here* + *Queer, Sonoma County* project, you agree to the following terms and conditions, and represent and warrant that your submission complies with these terms and conditions.

A. Submission Requirements:

- 1. You must be at least 18 years of age to submit any Materials; materials created by minors may be submitted by their parents or guardians.
- You may not submit any Materials under a false name or using false information, and you
 may not impersonate another person. You may make an anonymous submission; the
 Library will not publicly disclose your identifying information if you choose to submit your
 Materials anonymously. Decisions to submit Materials anonymously are final and cannot be
 modified after submission.
- 3. You may submit only those Materials for which you have the copyright or other necessary rights and permission to distribute. You may not plagiarize content or violate or infringe on the rights of third parties, including copyright, patent, trademark, trade secret, privacy, publicity or proprietary rights. You represent and warrant that you own or have all necessary rights and permissions to use and distribute your submitted Materials, and authorize the Sonoma County Library to use and distribute your submitted Materials.
- 4. You acknowledge that the Sonoma County Library does not promise or warrant to preserve, publish or distribute the Materials you submit.

B. Copyright, Grant of License and Distribution:

- 1. By submitting Materials to the Sonoma County Library, you retain your copyright and other intellectual property rights in and to the Materials you submit.
- 2. By submitting Materials to the Sonoma County Library, you grant to the Sonoma County Library, its licensees and other third-party service providers (such as Calisphere, Internet Archive, and Digital Public Library of America), a non-exclusive, perpetual, worldwide, royalty-free license to use, reproduce, create derivative works of, preserve, display, transmit, publish, republish, host, index, encode, adapt and distribute your Materials in all media formats and platforms, without payment and without further notice to you or request for consent. This grant of license includes the right to modify, crop, reformat and/or convert the Materials for purposes of preservation, publicity, promotion, distribution and/or access.



- You acknowledge that your Materials may be routed through the Sonoma County Library's servers, the servers of one or more third parties, and the Internet, and may be viewed by Sonoma County Library staff and the general public.
- C. <u>Indemnity</u>: You agree that you will indemnify, defend and hold harmless the Sonoma County Library, its licensees and other service providers to which it distributes your submitted Materials (as well as their respective officers, directors, commissioners, employees, representatives, and licensees) from and against any and all claims, liabilities, damages, costs or expenses, including reasonable attorneys' fees, arising from (1) your breach of any of the agreements, representations and warranties contained herein, (2) your use of the services provided by the Sonoma County Library, (3) the Materials you have submitted to or through the Sonoma County Library's *Here* + *Queer*, *Sonoma County* project, or (4) the Sonoma County Library's publication, distribution or use of such Materials, or the authorized republication, distribution or use of your Materials by other content providers, licensees, or users of the services of the Sonoma County Library, its licensees or other service providers.
- D. <u>Disclaimer</u>: The Sonoma County Library is not responsible or liable for any Materials you submit or which are submitted to it by a third party, and makes no warranties of any kind with respect to such Materials. The Sonoma County Library cannot verify the accuracy of statements made in submitted Materials, and does not guarantee that any Materials have been submitted with the permission of the copyright or proprietary owner or are otherwise in compliance with these Terms and Conditions.
- E. <u>Miscellaneous</u>: These Terms and Conditions represent the entire understanding of the parties regarding the submission of Materials to the Sonoma County Library for its *Here* + *Queer*, *Sonoma County* project. These Terms and Conditions are governed by and construed under the law of the State of California, without regard to its choice of law rules and, where applicable, the laws of the United States. To the extent permissible by law, any disputes under these Terms and Conditions or relating to the services provided by the Sonoma County Library shall be litigated in the local or federal courts with jurisdiction in the County of Sonoma, California, and you hereby consent to personal jurisdiction in the County of Sonoma, California. A modification or waiver of a part of these Terms and Conditions shall not constitute a waiver or modification of any other portion thereof. If for any reason any provision of these Terms and Conditions is found unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of these Terms and Conditions will continue in full force and effect.