

TERMS OF LICENSE

This Terms of License or Agreement (the "Agreement") is made between FilDocs Inc. ("DaangDokyu.PH", "we," "us," or "our") and you, the owner, copyright holder, or authorized representative of the owner or copyright holder ("you" or "your"). This Agreement governs the use of the DaangDokyu.ph website ("Service") insofar as your submitted copyrightable and/or copyrighted works are concerned.

Our Service

We believe that the web is not just a neutral platform for information. It stimulates the growth of knowledge and creation of narratives. By capturing memories across generations, documentaries allow us to see the bigger context: where the finer details of individual works can be viewed as puzzle pieces in an interconnected collection.

In creating a dedicated home for Philippine documentaries, we aim to contribute to the ecosystem of truth-based narratives, increase the accessibility of information and education about Philippine documentaries, elevate the appreciation of documentaries and its practice, and encourage the development of a distribution and audience network of documentary works.

At DaangDokyu.ph, the public enjoys access to a rich and continuously growing database that already features over a century's worth of Philippine documentaries. The platform also enables filmmakers to add their own works to the collection, promote their films, as well as to connect with programmers, advocates, educators, and organizers that are looking for films for future screenings.

In submitting your work, you will enjoy the following:

1. **Contribute to the Growing Database.** DaangDokyu.ph features a submission tool through which filmmakers can include their films and become a part of an active and expanding database and library of Filipino documentarie.
2. **Virtual Home for Your Documentary.** Each film will be featured in a dedicated page which will contain its creative and technical information, as well as promotional materials and downloads. Films that have existing streaming on other platforms can also have their streaming links featured on the page like a free ad space. All the film pages will form part of a growing public database of Philippine documentaries, with detailed search functions aided by tags and metadata, making it easier for the public to find and research about them.
3. **A Preview Hub for Programmers.** Programmers, organizers, educators, and advocates scouting for films to screen may request access to a secure, time-limited, and password-protected Screener Library that gives limited access to preview films. The films will not be streamed publicly. Access to the Screener Library will go through a thorough

procedure ensuring that approval for viewing will be based on serious and legitimate intent that may promote the further distribution of the films.

4. **Allow Film Event Organizers to Reach You.** Visitors interested in organizing film events or screenings may send inquiries and requests through the website which will automatically be forwarded to your email. Your contact details will not be published or disclosed by the system. Our role is to connect you with interested parties. It will be upon your discretion to respond, or set the terms and conditions for screening your work.
5. **For the love of docs.** The site will feature a Stories and Artists and a DokBook page for new documentary enthusiasts hungry to learn more about the art, practice, and its practitioners.

Work

Your submitted copyrightable and/or copyrighted works will collectively be referred to as "Work," and shall consist of the: (1) Film Screener; (2) Film Trailer(s); (3) Film Poster(s); (4) Publicity materials, including, without limitation, promotional stills, videos, and press kits; (5) Copyrightable and/or copyrighted Film Data; and (6) All copyrightable and/or copyrighted Written Information attached to any portion of your submission(s).

Rights You Grant

You own and will retain ownership of all intellectual property rights in and to the Work you submit. By using the Service, you agree to grant certain rights to DaangDokyu.ph and other users of the Service, as set forth below:

With respect to your submitted **Film Trailer(s), Film Poster(s), Publicity materials, Film Data, and Written Information:**

1. You grant to DaangDokyu.ph a worldwide, non-exclusive, royalty-free, non-transferable license to use, reproduce, display, perform, and archive the same in connection with the Service, including for the purpose of promoting part or all of the Service; and
2. You also grant each other user of the Service a worldwide, non-exclusive, royalty-free, non-transferable license to access, view, and download the same through the Service. For clarity, this license does not grant any rights or permissions for a user to make use of your Work independent of the Service, the details of which are provided for under the **Terms of Use** accessible from the www.DaangDokyu.ph website, or for such uses outside of non-commercial, personal, or research purposes.

With respect to your submitted **Film Screener:**

1. You grant to DaangDokyu.ph a worldwide, non-exclusive, royalty-free, non-transferable license to store, reproduce, and display the same in connection with the Service, which includes uploading the Film Screener to a private third-party site or server necessary for delivering the main features of daangdokyu.ph. **For the avoidance of doubt, the Film Screener will not be made available to the public but will be stored in the Service's private Screener Library, for which a time-limited and password-protected access will be granted only to film programmers, film event organizers, advocates, and educators on a carefully screened per-request basis.**
2. You also grant to DaangDokyu.ph, a worldwide, non-exclusive, royalty-free, non-transferable license to internally archive your Film Screener for the exclusive purpose of its non-commercial, cultural, and educational perpetuation.
3. You also grant each film programmer, film event organizer, advocate, or educator with whom DaangDokyu.ph has granted access to the Film Screener a worldwide, non-exclusive, royalty-free, non-transferable license to access and view the same through the Service, and to use only as enabled by a feature of the Service. For clarity, the access shall solely be limited for purposes of possible future programming, to help in organizing possible screenings, or other non-profit educational objectives. The license does not grant any other rights or permissions, such as for a film programmer, film event organizer, advocate, or educator to make use, screen, exhibit, or otherwise exploit your Work independent of the Service.

Scope of Licenses and their Durations

All licenses granted with respect to your Work shall be used only for the purposes expressly specified above, and any use falling outside of such authorized purposes shall be subject of a separate agreement. For clarity, you do not allow us to use the Work for purposes extraneous to the Service and/or outside of preserving it for non-commercial, cultural, and educational purposes without your express and separate consent.

With respect to your submitted **Film Trailer(s), Film Poster(s), Publicity materials, Film Data, and Written Information**, the rights you grant shall continue to be in force only for as long as www.daangdokyu.ph is online.

With respect to your submitted **Film Screener**, unless you have expressly and separately communicated to DaangDokyu.ph a different arrangement as regards how long and in which countries your Film Screener will only be viewable, the rights you grant shall subsist only for as long as www.daangdokyu.ph is online, or for a reasonable period, *i.e.*, thirty (30) business days, after you request for the removal of your Film Screener from the Service.

Removing Your Film Screener

You may request for the removal of your Film Screener from the Service's Screener Library at any time by emailing DaangDokyu.ph at info@daangdokyu.ph. The following shall, however, remain accessible on the Service regardless of whether the Film Screener is part of the Screener Library:

1. Film Trailer(s);
2. Film Poster(s);
3. Publicity materials, including, without limitation, promotional stills, videos, and press kits;
4. Film Data; and
5. All copyrightable and/or copyrighted Written Information attached to any portion of your submission(s).

Further, you understand and agree that DaangDokyu.ph may retain solely for internal archiving purposes, but not use, reproduce, display, perform, or server your Film Screener that has been removed.

You understand that you must immediately request the removal of your Film Screener or any portion of your Work if you no longer have the rights required by this Agreement.

Removal of Work by DaangDokyu.ph

If we reasonably believe that any of your Work: (1) is in breach of this Agreement or (2) may cause harm to DaangDokyu.ph, our users, or third parties, we reserve the right to remove or take down that Work in our discretion, with or without notifying you.

Your Contact Information

We shall not disclose any provided contact information to any user of the Service. All screening requests made through the Service shall be automatically forwarded to your registered email address(es) without revealing said email address(es) to the requesting user. Should you respond to the request, we shall be excluded from, and shall have no control or responsibility over, any ensuing correspondence between you and the user of our Service.

You understand that once you have elected to remove your Film Screener from the Screener Library, the service allowing possible programmers or film event organizers to connect with you shall be disabled.

Our Warranties

Other than as expressly stated in this Agreement or as required by law, the Service is provided "as is" and DaangDokyu.ph does not make any specific commitments or warranties about the Service. For example, we do not make any warranties about: (1) the content provided through the Service; (2) the specific features of the Service, or its accuracy, reliability, availability, or ability to meet your needs; or (3) that any content you submit will be accessible on the Service.

Your Warranties

You warrant that:

1. You solely own or have the full and complete authority to grant licenses to all the proprietary rights in and to the Work you have submitted or referred to DaangDokyu.ph;
2. DaangDokyu.ph will not need to obtain licenses from any third party or pay royalties to any third party with respect to the use of the Work;
3. Where necessary, you have obtained appropriate releases from all persons who appear in the Work;
4. The content does not, and will not, infringe any third party's rights, including intellectual property rights, rights of publicity, moral rights, and privacy rights; and
5. The content complies with this Agreement and all applicable laws.

Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless DaangDokyu.ph, its Affiliates, officers, directors, employees 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: (1) your use of and access to the Service; (2) your violation of any term of this Agreement; (3) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (4) any claim that your Work caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

Limitation of Liability

Except as required by applicable law, FilDocs Inc. / DaangDokyu.ph, its affiliates, officers, directors, employees, and agents will not be responsible for any loss of profits, revenues, business opportunities, goodwill, or anticipated savings; loss or corruption of data; indirect or consequential loss; punitive damages caused by: (1) Errors, mistakes, or inaccuracies on the Service; (2) Personal injury or property damage resulting from your use of the Service; (3) Any unauthorized access to or use of the Service; (4) Any interruption or cessation of the Service; (5) Any viruses or malicious code transmitted to or through the Service by any third party; (6) Any content whether submitted by a user or DaangDokyu.ph, including your use of content; and/or (7) The removal or unavailability of any content. This provision applies to any claim, regardless of whether the claim asserted is based on warranty, contract, tort, or any other legal theory.

Third-Party Websites/Links

The Service uses the services of, and/or contains links to, third-party websites and online servers that are essential for providing the main features of DaangDokyu.ph. These third-party websites and

online servers are not owned or controlled by DaangDokyu.ph and, accordingly, DaangDokyu.ph has no control over, and assumes no responsibility for, such websites and online servers.

Other Terms

These terms and conditions contain the entire understanding and agreement between us and you in relation to your use of the Site and supersedes and replaces any representation, statement, or other communication (whether written or otherwise) made by you or us which is not contained herein.

Should any part of these terms and conditions for any reason be declared invalid or unenforceable by a court of a competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.

These terms and conditions are governed and construed in accordance with the laws of the Philippines, and you consent to the exclusive jurisdiction of the courts of Philippines.

Conforme and Acknowledgment

I hereby acknowledge that I have read and understood all the terms set forth above and agree to abide by them.

Signature Above Printed
Name

Date

Mobile No. & Email Address