

Terms and Conditions for 3C Media Solutions

1. By using the 3C Media Solutions website I acknowledge and agree that any recorded media submitted to 3C Media Solutions, and is made Public, may be used by 3C Media Solutions (3CMS), 3CMS Websites, multimedia or any other media format now or hereafter known within the California Community College system. In addition, I hereby grant 3C Media Solutions permission to use the recording in perpetuity unless requested in writing to do otherwise.

2. Recorded media submitted to 3C Media Solutions, and is made Private, is the property of the user and is not subject to any of the terms and conditions set forth in paragraphs 1 and 7.

Note: 3C Media Solutions (link to <http://www.3cm mediasolutions.org/>) is funded by a grant from the Chancellor's Office, California Community Colleges. 3C Media Solutions is the educational media distribution source for video content, podcasts, streaming services, and event coverage for the 112 campuses of the California Community Colleges System.

3. Content does not include material that is indecent, obscene, libelous, or slanderous in content. We reserve the right to remove or not publish content without prior notice.

4. Content does not contain material designed to advertise or promote sale of any commercial products or services, including advertisements on or in behalf of candidates running for public office.

5. I agree to indemnify Palomar Community College District, 3C Media Solutions, and the California Community Colleges' Chancellors Office against and hold it harmless from any persons claiming any interest whatsoever in and to the rights granted in this agreement in and to the programs, and will, at his or her expense, defend any suits brought against Palomar Community College District, the California Community Colleges' Chancellor's Office and 3C Media Solutions to enforce such claims.

6. I represent and warrant that I am free to enter and fully perform with the terms and conditions stated in this agreement. I further agree to accept responsibility for all rights herein granted in and to the programs, including but not limited to all necessary literary, artistic, intellectual and music copyrights and/or conforms to restrictions of Fair Use for educational programs.

7. I understand and acknowledge the recording will be available to all 3C Media Solutions affiliates, and affiliates may receive, view, record, and/or broadcast the program in affiliate's local service area.

Note: In order to access some features of the Service, you will have to create a 3C Media Solutions account. When creating 3CMS account, you must provide accurate and complete information.

8. I agree to never use another's account without permission. I also agree that I am solely responsible for the activity that occurs on my account.

9. I will notify 3CMS immediately of any breach of security or unauthorized use of my account.

10. Although 3CMS will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of 3CMS or others due to such unauthorized use.

11. 3C Media Solutions reserves the right to remove any media submitted to the site.

12. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on 3C Media Solutions. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit. You agree that your use of the services shall be at your sole risk.

13. Warranty Disclaimer

To the fullest extent permitted by law, 3C Media Solutions disclaim all warranties, express or implied, in connection with the services and your use thereof. 3C Media Solutions makes no warranties or representations about the accuracy or completeness of this site's content or the content of any sites linked to this site and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the services. You should use your best judgment and exercise caution where appropriate.

14. Limitation of Liability

In no event shall 3C Media Solutions be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that 3C Media Solutions shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

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