



HOME MOVIE DEPOT™ TERMS AND CONDITIONS OF SERVICE

This form, signed by the customer, must accompany all Home Movie Depot orders incorporating any copyrighted material or public domain material

****Please Note: Copyright or other intellectual property protection may exist in certain materials even though there is no visible notice or symbol. If you are unsure about the copyright or other intellectual property protection that may apply to the materials you plan to submit, you should consult an expert in this field. Home Movie Depot cannot assist you in determining whether or not something is protected by copyright or other intellectual property law.***

I represent and warrant, and I accept full responsibility for ensuring the following with respect to the material that I am submitting to Home Movie Depot (the "Material"):

(1) CHECK ALL THAT APPLY; (at least ONE must be checked for your order to be processed):

I created the Material and I have the right to permit Home Movie Depot to duplicate, restore, convert, transfer, edit and display the Material, and to carry out any other activities with respect to the Material as requested by my order; and/or

I have verified that the Material is public domain and can be freely duplicated, restored, converted, transferred, edited and displayed as requested in my order; and/or

The Material is protected by copyright, and I have written permission from the copyright owner that allows Home Movie Depot to duplicate, restore, convert, transfer, edit and display the Material, and to carry out any other activities with respect to the Material as requested by my order.

(2) The Material itself and Home Movie Depot's processing thereof as requested does not and will not infringe upon any third party copyright, trademark, trade secret, patent, or other intellectual property right, including but not limited to any and all performance license rights, synchronization license rights, mechanical license rights, and rights under the Digital Performance Right in Sound Recordings Act of 1995.

(3) The Material itself and Home Movie Depot's processing thereof as I have requested does not and will not violate any obscenity law or other applicable law, rule or regulation in this or any other jurisdiction.

(4) The services I have requested from Home Movie Depot are not for any illegal, obscene, offensive, or immoral purpose.

(5) LIMITATION OF HOME MOVIE DEPOT'S LIABILITY: I agree that Home Movie Depot, its agents and employees, shall not be liable to me or anyone else for the quality of the Materials submitted and/or any loss or damage of any kind or nature, whether direct, incidental, consequential, or otherwise. I agree to indemnify and hold harmless Home Movie Depot, its agents and employees, from and against all losses, damages, expenses, liabilities, claims and demands whatsoever arising in connection with the services I have asked Home Movie Depot to provide with respect to the Material.

I AGREE TO ACCEPT RESPONSIBILITY FOR ALL CONSEQUENCES (WHETHER LEGAL, FINANCIAL OR OTHER) THAT ARISE FROM THE WORK I HAVE REQUESTED OF HOME MOVIE DEPOT WITH RESPECT TO THE MATERIAL:

Customer Full Name (Print): _____

Address: _____

Telephone Number: _____ Mobile Number: _____

Signature: _____ Date: _____

Order Number(s): _____



The following chart serves as a general guideline of applicable Copyright protections. Each era of protection will be examined more fully below:

TYPE OF WORK	DATE OF PROTECTION	LENGTH OF TERM		RECOMMENDED ACTION
PUBLISHED before 1923	N/A	Now in the public domain		Can Process.
PUBLISHED 1923 to 1963	When published with notice ¹	28-year first term	Renewal term of 67 years, but only if properly renewed; if not, now in public domain	(1) Published without © notice, can Process. (2) With © notice, if not renewed, can Process. (3) With © notice <u>and</u> renewed, protected at least until 2018. Must have written permission to Process.
PUBLISHED 1964 to 1977	When published with notice ¹	28-year first term	Renewal term (automatic) of 67 years.	(1) Published without © notice, can Process. (2) With © notice, protected until at least 2018. Must have written permission to Process.
CREATED before 01/01/1978 but NOT PUBLISHED	01/01/1978	<i>Greater of:</i> Life of author ² + 70 years, or at least until 12/31/2002.		Must have written permission to Process.
CREATED before 01/01/1978, AND PUBLISHED before 12/31/2002	01/01/1978	<i>Greater of:</i> Life of author ² + 70 years, or at least until 12/31/2047.		Must have written permission to Process.
CREATED on or after 01/01/1978	When fixed in a tangible form	Basic: Life of author + 70 years Alternative: (for anonymous/ pseudonymous works, works made for hire, or corporate authorship): <i>shorter of:</i> publication + 95 years, or creation + 120 years		Must have written permission from the <u>Copyright holder</u> to Process. Customer permission is not sufficient, unless customer is the Copyright holder.

¹ Works published without notice during this period went into the public domain upon publication.

² Term for joint works is measured by the longest-lived author.

a. Materials Published Before 1923: These works are in the public domain and can be freely copied by anyone. The Employee should Process these Materials.

b. Materials Published 1923 to 1963:

i. Without Copyright Notice: These works were never protected by Copyright and thus, are in the public domain. They can be freely copied by anyone. The Employee should Process these Materials.

ii. With Copyright Notice: These works were protected for an initial term of 28 years from the date of publication, and were eligible for a renewal term of 67 years (total 95 years from date of publication). In order for protection to continue, the Copyright must have been formally renewed with the Copyright Office. If the Copyright was not formally renewed, these works are now in the public domain. The Employee must obtain a Copyright Waiver from the customer before Processing these Materials. The



Employee may also conduct a brief search on the Copyright Office website, at www.copyright.gov, to determine whether a formal renewal was filed.

c. Materials Published 1964 to 1977:

i. Without Copyright Notice: These works were never protected by Copyright and thus, are in the public domain. They can be freely copied by anyone. The Employee should process these Materials.

ii. With Copyright Notice: These works were protected for an initial term of 28 years from publication, and were automatically renewed for an additional term of 67 years, for a total of 95 years from the date of publication. Renewal registration with the Copyright Office is NOT required. The Employee must obtain a Copyright Waiver from the customer before Processing these Materials.

d. Materials Created Before January 1, 1978 but NOT Published: The term of Copyright protection for these works began on January 1, 1978 and continues for a period of 70 years after the author's death, or at least until 12/31/2002, whichever is greater. If there were more than one author, the 70-year period is calculated from the date of the last author's death. The Employee must obtain a Copyright Waiver from the customer before Processing these Materials.

e. Materials Created Before January 1, 1978 and Published Between That Date and December 31, 2002: The term of Copyright protection for these works began on January 1, 1978 and continues for a period of 70 years after the author's death, or at least until 12/31/2047, whichever is greater. If there were more than one author, the 70-year period is calculated from the date of the last author's death. The Employee must obtain a Copyright Waiver from the customer before Processing these Materials.

f. Materials Created On or After January 1, 1978: Copyright protection was automatic at the time the work was fixed in a tangible form (for example, when a picture was taken, a video was recorded, a book was written, etc.) A Copyright notice is not required, nor is registration with the Copyright Office. The Employee must obtain a Copyright Waiver from the Copyright holder before Processing these Materials. (Note that if the customer is not the Copyright holder, a Waiver from the customer is not sufficient, because it is unlikely to protect HMD from potential liability.)

The applicable terms of protection for these Materials are:

i. Basic Term: The applicable term of protection is the life of the author plus 70 years after the author's death. If there were more than one author, the 70-year period is calculated from the date of the last author's death.

ii. Alternative Term: For anonymous works (i.e., the author is unknown), pseudonymous works (i.e., the author wrote under a fictitious or "pen" name), works of corporate authorship, and works made for hire (i.e., created by an individual on behalf of a business or other person), the term of Copyright protection is the shorter of:

- 95 years from the date of publication, or
- 120 years from the date of creation

