

Terms of Use



These Terms of Use are entered into by Blip Networks, Inc., a Delaware corporation ("Blip"), and the undersigned content creator or rights holder ("You," "Your," or the "Creator"). You, as a United States Government entity, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to limitations on indemnification, fiscal law constraints, advertising, privacy, governing law, and dispute resolution forum and processes. Blip and You (the "Parties") agree that modifications to Blip's standard Terms of Use, found at <http://blip.tv/tos/>, are appropriate to accommodate Your legal status and special circumstances. The Parties intending to be intending to be legally bound hereby agree to a tailored set of Terms of Use as follows:

USER OBLIGATION

If you are seeking to upload material to this site or to engage in any activities within the site other than passively viewing site content, you must register and become a site member. As part of the registration process, you will be asked to ACCEPT these Terms of Use. On doing so, you will be deemed to have consented to and you will be bound by these Terms of Use.

Visitors to the site merely wishing to view content do not need to register and become members. However, any use of this site (which includes but is not limited to simply viewing the site's content) constitutes your acknowledgement and acceptance of these Terms of Use, which takes effect the moment you first use the site.

Blip.tv reserves the right at any time to change the terms, conditions and notices under which its services are offered, including but not limited to these Terms of Use, by posting such changes online. It is your responsibility to refer to and comply with these updated terms and conditions upon accessing the site. Your continued use of this site after changes are posted constitutes your acceptance of these terms and conditions as modified.

If these Terms of Use are not accepted in full, you do not have permission to access the contents of this site or to upload content to this site and you should cease using this site immediately.

If there is any conflict between this tailored set of Terms of Use and the standard Terms of Use located at <http://blip.tv/tos/>, or any other rules and/or specific terms of use appearing on the Blip.tv site relating to specific material, then the tailored Terms of Use shall prevail.

ABILITY TO ACCEPT TERMS OF SERVICE

You affirm that you are either more than 17 years of age or possess legal parental or guardian consent, and are competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

You must be 17 years or over or possess legal parental or guardian consent to register as a member of this website. If we discover or have any reason to suspect that you have not reached 17 years of age or that you do not have legal parental or guardian consent, then we reserve the right to suspend or terminate your membership to this site immediately and without notice.

Children and young people under 17 are entitled to access this site to view its content but are not presently able to register as members and actively participate — i.e., upload content. Certain parts of the site (e.g., those containing films with adult language and/or content) may be unsuitable for younger viewers. Blip.tv offers user-managed content ratings, but we do not independently vet or verify these ratings and therefore we cannot and do not guarantee the accuracy of these content ratings.

PASSWORD, SCREEN NAME AND SECURITY

When you register as a member of Blip.tv, you will be asked to select a Screen Name and we will provide you with a Password which you are then free to change to your own original Password. Your Screen Name and Password allow you to access your account and, as we continue to enhance the site, log on to areas of the site that are reserved for members only.

You accept that it is your sole responsibility to maintain the confidentiality of your Password and Screen Name and that you are responsible for all activity that occurs under them. Blip.tv is unable to check the identity of people using the site and will not in any way be liable where your Password or Screen Name are used by someone else. You agree to notify Blip.tv immediately of any unauthorized use of your Password or Screen Name and any other breach of security as soon as you become aware of it.

Any private information and/or data relating to your membership to Blip.tv or your uploaded content that you are asked to supply or that you supply voluntarily as part of the registration process and as part of the upload/download process, will only be used by Blip.tv, our subcontractors, employees, agents and advisors, including legal advisors, as part of the process of administering your membership and when making decisions whether any material you seek to upload onto the site should be accepted or rejected. In addition, we may, at our sole discretion, disclose this information to the police, regulatory bodies or any legal advisers in connection with any suspected or alleged criminal activity or offense or suspected breach of these Terms of Use, including but not limited to any claim of infringement by you, or otherwise where required by law. Otherwise, this information will be kept private and confidential and will not be passed on to third parties without your express consent.

GRANT OF LICENSE

When you upload or post content to Blip.tv, that content becomes public content and will be searchable by and available to anyone who visits the Blip.tv site. Blip.tv does not claim ownership of the materials you post, upload, input or submit to the Blip.tv site. However, by posting, uploading, inputting, providing or submitting your content to Blip.tv, you are granting Blip.tv, its affiliated companies and partners, a worldwide, revocable, royalty-free, non-exclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute and publish that content for the purposes of displaying that content on Blip.tv and on other Web sites, devices

and/or platforms. However, Creator grants Blip a right to modify Creator's content solely to the extent technically necessary to store, index, display, and distribute that content. Content that you upload to Blip.tv will generally be available to the public in RSS feeds designed to allow for the automatic syndication of content throughout the Web — Blip.tv is an open platform and designed for the free exchange of content and ideas.

When you upload or post content to the Blip.tv site, you grant Blip.tv a license to distribute that content, either electronically or via other media, to users seeking to download it through the Blip.tv site or for purposes of other services provided by Blip.tv and to display such content on Blip.tv affiliated sites. This license shall apply to the distribution and the storage of your content in any form, medium, or technology now known or later developed as necessary for us to provide the Blip.tv services as they now exist or are developed in the future.

To the extent reasonable and possible, Blip.tv will give you control over distribution of your content to third-party Web sites, devices and platforms through the Blip.tv Dashboard, which is available at <http://blip.tv/prefs/>.

Blip.tv respects the fact that your content is yours, and will not sell advertising on your content or sell your content without your permission. For more information on this, see the ADVERTISING section of these Terms.

When you upload content to Blip.tv you will be asked to select a secondary copyright license, which is additional to the license you grant to Blip.tv and its affiliated companies and partners. This license will govern how third parties may use your content. You can designate this license to be a Creative Commons License (see <http://www.creativecommons.org>) or an "All Rights Reserved" license (you also have the option of selecting "public domain," in which case you are disclaiming all copyright to the work for the benefit of the public at large). You agree that Blip.tv may make your content available to third parties, subject to such third parties abiding by the terms of this secondary license. While Blip.tv will advise its third-party content partners of the secondary license you select and request that the terms of such license be and is observed, you acknowledge that it is not Blip.tv's responsibility to enforce this secondary license and Blip.tv cannot guarantee that your secondary license will in fact be observed by any third parties.

You may remove content you have posted on Blip.tv at any time. When you delete content from Blip.tv, such deleted content, while not available to the viewing public and other Blip.tv users, will remain on the Blip.tv server until such time as you make a specific request to Blip.tv for permanent deletion of such content from the Blip.tv server. Such requests must be made in writing, via email, to Blip.tv customer service at the following address: support@blip.tv. When you do remove your content, the license described above will automatically expire. We cannot guarantee that content deleted from Blip.tv or permanently deleted from our servers will be deleted from the Web sites or systems of third parties. If you would like your content removed and/or permanently deleted from any Web sites other than Blip.tv, you will be required to contact such Web sites directly, and we cannot guarantee any outcome, action or result with respect to any such request by you.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

The content on the Blip.tv site, including without limitation, the text, software, graphics, photos, and videos, is owned by or licensed to Blip.tv, subject to copyright and other intellectual property rights under United States Copyright Act and trademark laws, foreign laws, and international conventions. Blip.tv reserves all rights not expressly granted in and to the website and said content. Other than as expressly permitted, you may not engage in the unauthorized use, copying, or distribution of any of said content.

All copyright, trademarks, service marks and other intellectual property rights in this site (including the design, arrangement, and look and feel) and all material or content supplied as part of the site, other than user-generated content, shall remain at all times the property of Blip.tv, its affiliates, associated companies, and/or licensors.

The names, images and logos identifying Blip.tv are proprietary marks of Blip.tv, its associated companies and/or affiliates. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any trademark or service mark of Blip.tv, its associated companies and affiliates, or any third party unless expressly stated otherwise.

You shall be solely responsible for your own content and the consequences of posting or publishing said content. In connection with all content that you upload to Blip.tv, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Blip.tv to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to said content, including without limitation any musical recordings contained therein; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in any uploaded video to use the name or likeness of each and every such identifiable individual person in the manner contemplated by the website and these Terms of Use.

In addition to posting your own content on Blip.tv, you can also enjoy the many videos uploaded by others in the Blip.tv community. The Blip.tv site includes a combination of content that we license from third party partners and content that is created and posted by our users. All of the content on the Blip.tv site is protected by the copyright of one or more of the following: Blip.tv, our partners or our users. Materials uploaded to Blip.tv may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

As a creator of content uploaded to Blip.tv or as a passive user of the Blip.tv site, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the content on the Blip.tv site in whole or in part outside of the specific usage rights granted to you by each license. If you download or print a copy of any Blip.tv content for personal use, you must retain all copyright and other proprietary notices contained therein. You may not otherwise use, reproduce, display, publicly perform, or distribute such content in any way for any public or commercial purpose unless such use is expressly granted by a particular license.

If you believe that any of your intellectual property rights have been violated (e.g., your copyright or trademark infringed) by material available on the Blip.tv, you will need to provide, at a minimum, the following information immediately:

- The nature of your complaint and an exact description of where the material about which you complain is located within the site;
- In the case of a copyright/trademark dispute, identification of the copyrighted/trademarked work that you claim has been infringed and a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright/trademark owner, its agent, or the law;
- Your name, address, telephone number, and email address;
- A statement by you that the above information is accurate and, in the case of a copyright/trademark dispute, that you are the owner of the copyright/trademark involved or are authorized to act on behalf of that owner; and
- Your electronic or physical signature.

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For directions and more information on our copyright policy and procedure for reporting alleged copyright infringement, please [click here](#).

Any rights not expressly granted herein are reserved.

ADVERTISING REVENUE SHARE

Blip.tv provides users the opportunity to share in revenue from advertising. Advertising on Blip.tv is "opt-in". Blip understands that You have no expectation and no intention to participate in this program

Blip.tv reserves the right to run advertisements on any page on Blip.tv, but will not run advertisements in-stream or directly adjacent to user videos without the opt-in of the user who uploaded the video.

DO IT YOURSELF ADVERTISING

Blip.tv offers a service that allows you to run your own advertising against your own content for free. This free service may be used to promote your own product or service, but may not be used to display paid-for advertising or promotion for a third-party product or service. If you would like Blip.tv to run advertisements that you have sold, you may request that we do so. You will be charged a fee. Blip.tv's DIY advertising services are provided without representation or warranty of any kind, and are provided on an as-is basis.

PRIVACY

Blip.tv respects the privacy of its users. Everyone always says these things in these documents, but we really mean it.

Blip.tv will not share personally identifiable information about you with any third-party except as required by law, or as is necessary to fulfill its obligations under these Terms (i.e. to facilitate advertising revenue share payment).

Blip.tv's service includes a demographic data collection system. As part of this system Blip.tv may ask you questions about yourself (like your age, interests or zip code). Your answers to these questions may be stored on your computer and transmitted to Blip.tv from time to time. Blip.tv will never store this information on its servers in a way that's relatable to you or your identity, instead the information will only be stored and operated on in an aggregate way. That said, Blip.tv may transmit some of your answers to its advertising partners at the time advertisements are served to you. We do this in order to deliver the most relevant advertisements possible.

In addition to specific questions we may ask you, we will also record information about your use of the site that may include your IP (Internet Protocol) address and the pages and videos you have visited. This information may be shared with other users and our partners in an aggregate form that is designed to not be individually identifiable.

Blip understands that you intend to place no persistent cookies in your embedded players. Blip's video player includes third-party code that is necessary for the provisioning of modular, discrete functionality. Blip will provide a method to disable discrete portions of software that may place persistent cookies on user's machines.

CLOSED CAPTIONING

Blip.tv will make available closed captioning ability using industry standard practices and provided on an as-is basis.

PROHIBITED CONTENT

Our goal is to promote the free-flowing exchange of expression relating to members interests, activities and hobbies while maintaining high standards of respect and decency. In order to attain this goal, and in addition to the other content and/or action restrictions set forth in these Terms of Use and elsewhere on the Blip.tv website, the following content is prohibited on Blip.tv:

- Content involving nudity, including but not limited to, nudity or partial nudity of children of any age.

- Content that exploits children or minors or that discloses any personally identifying information beyond a first name about persons under the age of 18.
- Content that disseminates personal information about another individual for malevolent purposes, including libel, slander, defamation or harassment.
- Content that has as its sole or primary purpose to advertise a particular product or service that, in the sole judgment of Blip.tv, does not otherwise have redeeming value to the community. Blip.tv may allow the uploading of some such content for a fee, at its sole discretion. Such advertising content may be treated differently than other content (i.e. through indications that it is an advertisement, or exclusion from some indices or searches).
- Content that is or may be deemed to be grossly offensive to the online community, including but not limited to, blatant expressions of bigotry, prejudice, racism, hatred and profanity.
- Content promoting or providing instructional information about illegal activities.
- Content depicting cruelty to animals.
- Copyrighted content or material that is used without the express permission of the owner.
- Content intended to abuse, harass, stalk, threaten or otherwise violate the legal rights of others (such as the rights of privacy and publicity).
- Content that contains software or other material protected by intellectual property laws unless you own or control the rights thereto or have secured all necessary consents and/or licenses.
- Content or other material that contains viruses, corrupted files, or any other similar software or programs that may damage the operation of Blip.tv servers or another users computer.
- Content that violates any applicable laws or regulations not specifically referenced herein.

As a condition of your use of the Blip.tv site, you warrant that you will not use the services offered on the site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Blip.tv site in any manner which could damage, disable, overburden, or impair the Blip.tv site or interfere with any other parties use and enjoyment of the Blip.tv site. You may not obtain or attempt to obtain any materials or information, including but not limited to, software and other Blip.tv proprietary materials, through any means not intentionally made available or provided for through the Blip.tv site.

Blip.tv has no obligation to monitor the content which has been uploaded to the Web site for compliance with the foregoing. However, Blip.tv reserves the right to review materials uploaded to Blip.tv and to remove any materials in its sole discretion for any reason or no reason, at any time, with or without notice to you. Blip.tv reserves the right to terminate your access to any or all of the services offered by Blip.tv at any time without notice for any reason whatsoever.

Blip.tv does not control or endorse the content, messages or information found in any user-generated content or uploaded material and, therefore, Blip.tv specifically disclaims any liability with regard to such user-generated content or uploaded material and any actions resulting from such user-generated content or uploaded material.

You agree to use the services provided by Blip.tv only for their intended, lawful purposes and in accordance with all applicable laws. You agree not to use Blip.tv in any manner that interferes with its normal operation or with any other users use and enjoyment thereof. You further agree that you will not access, or cause others to access, Blip.tv through an interface or in a manner that would interfere with the monetization of Blip.tv-hosted content or the honoring of copyright licenses attached to Blip.tv-hosted content. You also agree that you will not access Blip.tv from any territory where its contents are illegal.

Blip.tv does not endorse any user-generated content or any opinion, recommendation or advice expressed therein, and Blip.tv expressly disclaims any and all liability in connection with user-generated content. If notified by a user or a third party of uploaded material that allegedly does not conform to these Terms of Use, Blip.tv may investigate the allegation and determine in good faith and in its sole discretion whether to remove the user-generated content.

THIRD PARTY SITES/LINKS TO BLIP.TV

Blip.tv may contain links to other websites (Linked Sites). The Linked Sites are not under the control of Blip.tv and Blip.tv is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. Blip.tv is not responsible for webcasting or any other form of transmission received from any Linked Site. Blip.tv is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Blip.tv or any association with its operators.

If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Blip.tv does not endorse and is not responsible or liable for any content, advertising, products, services or information on, or available from, third party websites or material. Blip.tv is not responsible for any damage, loss or offense caused by, or in connection with, any content, advertising, products, services or information available on such websites or material. Any terms, conditions, warranties or representations associated with such dealings are solely between you and the relevant provider of the service. Blip.tv does not claim any legal authorization to use any trademark, trade name, logo or copyright symbol displayed in or accessible through a Linked Site.

Blip.tv disclaims all liability for any legal or other consequences (including claims for infringement of third party rights) of links made to this site on websites not affiliated with Blip.tv.

COMMERCIAL AGGREGATION

Blip.tv is designed to be technically compatible with the universe of third-party aggregation software to the greatest extent possible, and we are committed to building an open platform. Unless otherwise stated, however, you may not distribute, transmit, broadcast, commercially exploit or modify in any way material or content or permit or assist any third party in doing the same. You may not aggregate, embed or "deep-link" content on Blip.tv from your own Web site, service or platform for commercial purposes in a systematic way without the prior written consent of Blip.tv. You must at all times respect the copyright licenses attached to Blip.tv content (i.e. Creative Commons licenses) while aggregating, embedding or deep-linking Blip.tv content.

PROFESSIONAL ACCOUNTS

Blip.tv offers its users the ability to purchase "professional accounts" that confer on the bearer additional and advanced functionality for a fee. Blip.tv may, at its discretion, cancel a user's professional account or underlying account for any reason, including violation of these Terms of Use. Under such circumstances Blip.tv will refund to the account holder a pro-rated portion of their paid professional account fees, rounded to the nearest unused whole month.

WARRANTY DISCLAIMER

Please note that the information, software, products and services included in, or available through, the Blip.tv website are continually being updated and upgraded. Blip.tv does not represent that they are reliable, accurate, complete, or otherwise valid. ACCORDINGLY, THE SITE IS PROVIDED AS IS WITH NO WARRANTY OF ANY KIND AND YOU USE THE SERVICE AT YOUR OWN RISK. BLIP.TV EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SITE OR ITS CONTENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF SATISFACTORY PURPOSE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY. Some states do not allow the exclusion of warranty, so the above exclusions may not apply to you.

The information and other materials included on this site may contain inaccuracies and typographical errors. Blip.tv does not warrant the accuracy or completeness of the information and materials or the reliability of any statement or other information displayed or distributed through the site (including, without limitation, the information provided through the use of any software or any user-generated content). You acknowledge that any reliance on any such statement or information shall be at your sole risk. Blip.tv reserves the right, in its sole discretion, to correct any errors or omissions in any part of the site and to make changes to the site and to the materials, products, programs, services or prices described in the site at any time without notice.

Blip.tv does not warrant that the functions contained in this site will be uninterrupted or error free, that defects will be corrected or that this site or the server that makes it available are free of viruses or bugs. Blip.tv does not represent the full functionality, accuracy or reliability of any material. Blip.tv may terminate, change, suspend or discontinue any aspect of this site, including the availability of any features of the site, at any time without notice or liability.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Blip.tv website, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Blip.tv website and services provided therein.

LAW AND JURISDICTION

Blip.tv makes no representation that materials on this site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is strictly prohibited. If you access this site from a location outside of the United States, you are responsible for compliance with all local laws.

TERMINATION

The Parties understand and agree that You are not obligated to upload any videos or other content to Blip.tv and You reserve the right to remove any and all of Your videos and other content at Your sole discretion. Either party may end this Agreement on 30 days written notice.

MISCELLANEOUS

If any of these Terms of Use or any other policies posted by Blip.tv management on the Blip.tv website should be determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these Terms of Use are intended to be effective, then to the extent permissible, such Term of Use or policy, or portion thereof, shall be severed and deleted from the remaining terms, conditions and policies, and the remaining terms, conditions and policies shall survive and continue to be binding and enforceable. The failure of Blip.tv to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

The section headings contained in these Terms of Use are included for convenience only, and shall not limit or otherwise affect these terms and conditions.

Blip agrees that Your trademarks, logos, service marks, trade names, or the fact that You have a Blip.tv account and are using Blip.tv services, shall not be used by Blip.tv to imply an endorsement of Blip.tv or its services by You or the Federal Government. The Parties are independent entities and nothing in these Terms of Use creates an agency, partnership, or joint venture. Nothing in these Terms of Use obligates You to expend appropriations or incur financial obligations. The parties acknowledge and agree that none of the obligations arising from these Terms of Use are contingent upon the payment of fees by one party to the other (with the exception of optional "Professional Accounts" which may be initiated by separate action, and only if consistent with procurement rules and regulations). Neither Party may assign its obligations under these Terms of Use to any third party without the prior permission of the other. These Terms of Use may only be amended upon written agreement executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date set forth below:

Blip Networks, Inc.

By: _____
Name: _____
Title: _____
187 Lafayette St 6FL
Address: New York, NY 10012

Date: _____

Creator: U.S. General Services Administration

By: _____
Name: Martha Dorris
Title: Deputy Associate Administrator
1800 F St NW,
Address: Washington, DC 20405

Date: February 25, 2009
