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The Celtx Terms of Use

By using the Celtx Web site (the "Site") the Celtx Software ("Software"), the Celtx Server ("Server"), Celtx Edge ("Edge"), Celtx Team ("Team"), Celtx Gem ("Gem") and/or Celtx Studios ("Studios"), collectively, "Services", you are agreeing to be bound by the following terms and conditions:

Basic Terms

- 1. You are responsible for any activity that occurs under your username.
- 2. You are responsible for keeping your password secure.
- 3. Your use of the Services is subject to the Privacy Policy.
- 4. You must not abuse, harass, threaten, impersonate



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Sconduct and acceptable contentage

6. You are solely responsible for your conduct and

Celtx Gem: Interaction data text information, screen names,

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graphics, photos, profiles, audio and video clips,
links ("Content") that you submit post and disp

- links ("Content") that you submit, post, and display on the Celtx Server.
- 7. You must not modify, adapt or hack the Services or modify another website so as to falsely imply that it is associated with the Services or Celtx.
- 8. You must not create or submit unwanted email ("Spam") to any member of the Services.
- 9. You must not transmit any worms or viruses or any code of a destructive nature.
- You must not, in the use of Services, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 11. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL CELTX BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. **EVEN IF SUCH PARTY SHALL HAVE BEEN** INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

Violation of any of these terms will result in the termination of your Celtx account. While Celtx prohibits such conduct, you understand and agree that we cannot be responsible for the content posted on any of the Services and you nonetheless may be exposed to such materials and that you use the Services at your own risk.

General Conditions

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4. The trademarks, logos and service marks ("Marks") displayed on the Services are the property of Celtx Gem: Interactive Scriptware not permitted to use the Marks

unless you either comply with the Logo License or have the prior written consent of Celtx.

5. We will undertake commercially reasonable efforts to obey all relevant copyright laws. We will review claims of copyright infringement received and remove content deemed by us, acting in our sole discretion, to have been posted or distributed in violation of any such laws. To make a claim, please provide us with the following:

- 1. a physical or electronic signature of the copyright owner or the person authorized to act on its behalf:
- 2. a description of the copyrighted work claimed to have been infringed;
- 3. a description of the infringing material and information reasonably sufficient to permit us to locate the material:
- 4. your contact information, including your address, telephone number, and email;
- 5. a sworn statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6. a sworn statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Claims can be sent to celtx Copyright, P.O. Box 23126, St. John's, NL, A1B 4J9, Canada.

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