

# Terms and Conditions for Content Producers

PLEASE READ THESE TERMS OF USE CAREFULLY.

BADILISHAPOETRY.COM's goal is to provide poetry content to consumers worldwide allowing them the opportunity to discover, enjoy independently and commercially produced poets, through their computer or any other Internet connected device.

Through BADILISHAPOETRY.COM's network and other BADILISHAPOETRY.COM services, we offer poets distribution of their content through a variety of media so they can reach a broader audience. In order to be featured on BADILISHAPOETRY.COM, you must agree to the terms recited below between you ("Producer") and the Africa Centre, the non-profit organisation, which produces BADILISHAPOETRY.COM, herein referred to as BADILISHAPOETRY.COM. By uploading, submitting or otherwise disclosing or distributing the Producer's Content of any kind at or on the Site or otherwise through the Services, unless source quoted, you represent and warrant that you own all rights in the Content provided to BADILISHAPOETRY.COM.

## 1. Services provided by BADILISHAPOETRY.COM

Services to be provided by BADILISHAPOETRY.COM will include, but not be limited to, the following:

- a. Directory and Search Engine. Listing in the BADILISHAPOETRY.COM main podcast page, the artists' page and via various search engines.
- b. Podcast Placement. Programme information pages for your podcast will display information about you, your poetry and the poem featured. BADILISHAPOETRY.COM will also provide a link to your external page if available. End users will be able to playback podcasts, from BADILISHAPOETRY.COM.
- c. Distribution. Your file will be available for download through BADILISHAPOETRY.COM and its network partners. This network includes device partners who produce consumer electronics devices and mobile devices, which access the Internet and have multimedia clients to allow consumers to play media including podcasts and video-podcasts.
- d. Network Storage where necessary. It may be necessary to temporarily store or cache copies of your Content on BADILISHAPOETRY.COM network storage devices to optimize delivery of content to devices with special requirements. BADILISHAPOETRY.COM does not provide permanent storage of your programming, but will provide this temporary storage at no cost to you.
- e. New Tools and Enhancements. BADILISHAPOETRY.COM is constantly upgrading its services in form and function from time to time and you may have access to new features as BADILISHAPOETRY.COM makes them available.

## 2. Rights and License

- a. You hereby grant to BADILISHAPOETRY.COM the non-exclusive, royalty-free, worldwide right and license to digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, translate, distribute, publish, publicly display, publicly perform and hyperlink your Content; and make archival or back-up copies of your Content in any venues, media and channels of distribution now existing or yet to be invented. (Hereinafter collectively referred to herein as "Use").
- b. BADILISHAPOETRY.COM uses a Creative Commons license for all the content on this website called Attribution-NonCommercial-ShareAlike CC BY-NC-SA. This license lets others remix, tweak, and build upon your work non-commercially, as long as they credit you and license their new creations under the identical terms. Go to [www.creativecommons.com](http://www.creativecommons.com) for more details.
- a. BADILISHAPOETRY.COM may at its discretion use place advertising or sponsor notices as part of its service. Such advertising may be displayed before or after the Content that is distributed, or on screens in the applications that are used to play or display the Content. BADILISHAPOETRY.COM will not insert advertising into your Content or otherwise alter your Content for the purposes of advertising.

- b. BADILISHAPOETRY.COM hereby grants you a non-exclusive, royalty-free, worldwide right and license to promote your use of the BADILISHAPOETRY.COM network. (Distribution of your Content through BADILISHAPOETRY.COM websites.)
- c. BADILISHAPOETRY.COM has the worldwide right as part of its promotional efforts to utilize your likeness, name, personality and celebrity during the Term, as well as all show related graphics, logos, slogans, fonts, thumbnails, audio or video excerpts, and other such promotional items.

### **3. Liability**

You acknowledge that BADILISHAPOETRY.COM is not responsible for your Content and you alone are fully responsible for your Content. You also acknowledge that BADILISHAPOETRY.COM remove any Content, in whole or in part, at any time without notice, at BADILISHAPOETRY.COM's sole discretion. It is your responsibility to obtain any and all necessary licenses, rights or grants, for your Content and any other material that is in it. You also agree and acknowledge that BADILISHAPOETRY.COM will not act as an arbiter of any disputes, and all claims are your sole responsibility.

### **4. Term**

This Agreement shall be effective upon your acknowledged acceptance of these terms. This Agreement shall continue in perpetuity until the parties decide to terminate the Agreement as provided for in Section 5 below.

### **5. Termination**

At any time after the commencement of this Agreement, BADILISHAPOETRY.COM may terminate this Agreement with 60 days notice. The following paragraphs will survive termination 4 and 7.

### **6. Confidentiality**

Each party acknowledges that it will not disclose or use for its own purposes the confidential information of the other party (or the terms of this Agreement), except to its employees and professional advisors and as required by law.

### **7. Representations**

Each party to this Agreement represents and warrants to the other that (i) it has all necessary power, right and authority to enter into this Agreement and perform its/his/her respective obligations hereunder, (ii) the execution, delivery and performance of this Agreement by the representing party does not require the consent of any third party, or conflict with or cause the termination or breach of any agreement or other instrument to which the representing party is a party or is bound or with any applicable law, rule, regulation, judgment, order or decree. You further represent and warrant that you own or possess all right, title and interest in and to the Content, including all Podcast Titles and all Episodes thereof, free and clear of any and all security interests, liens, encumbrances, pledges, rights, options, rights of first refusal, contracts, commitments, understandings and obligations of any kind, and that the use of the Content and any Podcast Titles and all Episodes thereof and continued production of Content by you under the terms hereof do not infringe upon or violate the intellectual property or proprietary rights of any third party.

### **8. Indemnification**

In addition to any of the remedies provided in this Agreement, you agree to defend, indemnify and hold BADILISHAPOETRY.COM, its parent, managers, directors, officers and employees harmless from and against any and all claims, damages, losses, judgments, costs and expenses (including, without limitation, reasonable attorney's fees).

### **9. Definitions**

- a. The following capitalized terms shall have the meanings as defined below:
- b. Content shall mean any audio, video, text, multi-media, mixed-media or other type of material that may be stored digitally, and are copied or broadcast over the Internet.
- c. BADILISHAPOETRY.COM hereby grants you a non-exclusive license to use the feed submission and management tools for the purposes described in this Agreement during the term of this Agreement.
- d. Title means the name or names that you select for your Content
- e. Episode means an individual piece of Content, and particularly when referring to an individual piece of Content under a specific Title.