

# Terms & Conditions

You grant Golden Life the right to: Distribute your titles and associated metadata to video-on-demand (VOD) platform (Amazon prime video) Collect all revenue from VOD platforms in connection with your titles, which we then pass on

Some most-asked questions:

**1. Am I signing over all distribution rights?** No. The only rights we take are the obvious ones we need to run the service. For example, the right to deliver the titles you upload to VOD outlets on your behalf.

**2. Can I upload "unsold" titles only?** No. We operate exclusively & *non-exclusively*. We can augment other distribution deals you might have with territories and outlets they don't cover. We just ask not to deliver to the same outlets. You can exclude specific outlets and territories per title.

**3. Am I tied into a long term contract?** No. You can pull your titles anytime. There might be some delay by the terms of platforms already delivered to, though.

## With the understanding that:

- You control the necessary rights
- You can withdraw your title(s) from Golden life at any time, but remain bound to the rules of VOD platforms already delivered to
- You communicate with our VOD outlets only through us, not directly

### GENERAL DEFINITIONS

1. Content: a discrete audio-visual program.
2. Metadata: with respect to each Title, information that supplements the Content including but not limited to:
  - a. title;
  - b. Creators, including but not limited to, publisher, author, illustrator, narrator, actor, director, etc.;
  - c. producers and/or studio;
  - d. digital object identifiers; geographical rights restrictions,
  - e. short description of the work;
  - f. artwork, including but not limited to, cover art, graphics, poster art;
  - g. content ratings and classifications;
  - h. parental advisory or similar notices/advisories,
  - i. any other information reasonable used to identify the Title.
3. Digital Ownership: the purchase of a copy of a Title for electronic delivery and repeated viewing over an indefinite period of time.
4. VOD: the purchase of a copy of a Title for electronic delivery and viewing over a finite period of time.
5. AVOD: access to digital copies of a Title on an exclusively advertisement supported basis for electronic delivery and viewing over a finite period of time.
6. SVOD: access to digital copies of a Title on a subscription basis for electronic delivery and viewing over a finite period of time.

7. TVOD: access to digital copies of a Title for electronic delivery and viewing pursuant to payment of a fee, duration may be over a finite or indefinite period of time.

8. Title: a discrete audio-visual program.

9. Live Streaming: access to Content that is happening at the time that it is viewed.

10. Linear Streaming: access to digital copies of a Title at a set time determined by the Outlet.

11. OTT: "Over-the-top" (OTT) is the delivery of audio, video, and other media over the Internet without the involvement of a multiple-system operator in the control or distribution of the content

12. Outlet: is a provider of Content to the public.

13. Channel: A uniquely identified virtual location which allows for Live or Linear Streaming.

14. Subchannel: When an Outlet operates multiple Channels, each is referred to as a Subchannel.

TERM.  
The Terms of Service shall apply at all times while you utilize the Site or the Services. You may withdraw your film at any time with 30 days notice via email to support at [newmoderngeneration@gmail.com](mailto:newmoderngeneration@gmail.com) or by phone +91 7797263468 with the understanding that film will continue to be subject to the underlying terms & conditions (including any minimum performance or notice terms) for any VOD platforms that may have already selected your film for exhibition.

#### OTHER AGREEMENTS.

You acknowledge that in providing the Services and payments hereunder, Company will be required to enter into certain agreements with various Video-on-Demand Platform. The selection of these Video-on-Demand Platform shall be within the sole discretion of Company. You agree that the Terms of Service shall be subject to any applicable terms and conditions of such other agreements that Company enters into with respect to such Video-on-Demand Platform. You expressly acknowledge that certain Video-on-Demand Platform may, with respect to audiovisual Content, require that your audiovisual Content be made available on their websites at certain times and in certain formats relative to the availability of such materials elsewhere in the marketplace. To the extent that such requirements are not met, the individual Video-on-Demand Platform may have the right to discontinue the availability of said audiovisual Content in their store(s). Company will, upon your written request, provide you with the current specifics of such requirements.

#### CONTENT.

The term "Content" shall be defined as the audiovisual Content that you submit to Company at any time, along with associated assets such as metadata, still images, supplemental audiovisual content, artwork, etc. Company, in its sole discretion, reserves the right to reject any materials (including, without limitation, Content, images and/or artwork) that you submit. You agree to submit all Content, images and artwork at your sole expense, in the format(s) required by Company or any Outlet.

#### GRANT OF RIGHTS.

1. The rights granted hereunder shall include the rights to rights to distribute, license, sell and/or broadcast Content (as defined below) by, without

limitation, theatrical, over the air broadcast, over-the-top, cable, DBS, telco/IPTV, and FTTH and internet streaming including but not limited to permanent digital downloads, temporary digital downloads, interactive streaming, non-interactive streaming and cloud services, including Video On Demand (sometimes referred to as "VOD", "SVOD", "TVOD", or "AVOD") and/or Linear Media. You agree to allow Company at its discretion to deliver your content to any and all streaming services ("Outlet") except for any Outlets specifically de-selected by you and except for Outlets in countries specifically de-selected by you. PAYMENTS.

1. Company will credit your account a sum equal to One Hundred Percent (100%) of Net Proceeds received by Company from the exploitation of the rights granted by you. "Net Proceeds" are Gross Receipts less our fee. Our fee is Forty Percent (Thirty Percent after one year) of Gross Receipts. "Gross Receipts" means all non-refundable gross monies actually received by Company from an Outlet less and sales, use, value added, remittance, or other taxes. Any objection relating to any accounting statement or any lawsuit arising therefrom must be made (and any lawsuit commenced) no later than one (1) year after the date the statement is rendered, and you hereby waive any longer statute of limitations that may be permitted by law. Company will tender payment to you in the calendar quarter immediately following Company's receipt of Gross Receipts, provided that the amount to be tendered exceeds US\$100. You are responsible for any bank fees or other charges related to such tender.

## 2. WARRANTIES; REPRESENTATIONS; INDEMNITIES.

1. You warrant and represent that: a. You have the full right, power, and authority to enter into this Agreement and grant the rights granted herein. If you are an individual, you are at least eighteen (18) years of age. If you are a business entity, you are duly formed under the laws in the jurisdiction in which you were formed and that any person utilizing the Site does so with the full power and authority to bind said business entity;

You shall defend and indemnify Company and Outlets and any of their affiliates (including any directors, members, officers, employees and other representatives) and hold them harmless against any third party claims or expenses and losses resulting from breach or a claim which, if true, would constitute a breach of the foregoing warranties and the Terms of Service, including reasonable attorneys' fees and expenses.

Company shall give you prompt notice of any claim that is subject to the foregoing indemnification obligation and you shall defend Company at your expense with counsel approved by Company, which approval shall not be unreasonably withheld. In the event you fail to retain approved counsel, Company may, if it so elects, defend itself at your cost and expense and you agree that Company may require your participation in such defense as a third party or otherwise and you hereby waive any objection or claim to compensation in respect of same. If a claim is made Company shall have the right, in its sole discretion, to remove or disable access to the Content and/or any associated materials that are the subject of such claim, and/or to withhold payment of any monies due hereunder in an amount reasonably related to the claim and potential expenses. Any settlement of any claim shall be subject to Company's prior written approval.

### 3. CONFIDENTIALITY.

You acknowledge and agree that, in the course of negotiating and transacting business with Company, you may become aware of certain otherwise confidential information related to Company's business and business practices. Except to the extent that such information is otherwise generally available to third parties or is required to be divulged by operation of law, you agree to keep such information confidential. You hereby expressly agree that Company shall have the right to provide information relative to the sales of your Content hereunder to third parties, to aggregate such information in charts and other comparative informational materials, and to disseminate the same in any manner.

### DIGITAL MILLENNIUM COPYRIGHT ACT POLICY

1. Notice and Takedown Procedure It is our policy to expeditiously respond to clear notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (DMCA). This page describes the information that should be present in these notices. It is designed to make submitting notices of alleged infringement to Company as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify. The form of notice specified below is consistent with the form suggested by the DMCA (the text of which can be found at the [U.S. Copyright Office Website](#) but we will respond to notices of this form from other jurisdictions as well).

It is expected that all users of any part of the Company site will comply with applicable copyright laws. However, if Company receives proper notification of claimed copyright infringement, our response to these notices will include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating subscribers, regardless of whether we may be liable for such infringement under United States law or the laws of another jurisdiction. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter notification pursuant to Sections 512(g) (2) and (3) of the DMCA. We may also document notices of alleged infringement on which we act.

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