



PUCKETT AND FARAJ, PLLC

February 2, 2012

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RE: Malek Jandali v. American-Arab Anti-Discrimination Committee
US District Court for the District of Columbia, Civ. Action No. 1:11 cv 01484, RBW

Gentlemen:

I enclose for Mr. Jandali's response Defendant's Request for Admissions to Plaintiff. I also enclose a Notice of Deposition, set for our office on March 15, 2012 at 10:00 a.m.

Very truly yours,



Haytham Faraj, Esq.

HF/mjp
Enclosures
Cc: Abed A. Ayoub, Esq.

Request No. 4: Please admit that you, or your duly authorized agent, accepted the YouTube *Terms of Service* in Exhibit B prior to posting your performance of “Watani Ana” on YouTube.

Request No. 5: Please admit that neither you nor your duly authorized agent has removed the post of your performance of “Watani Ana” from YouTube contained in Exhibit A.

Request No. 6: Please admit that any application you filed for a copyright registration of “Watani Ana” occurred after June 11, 2011.

Request No. 7: Please admit that any application you filed for a copyright registration of “Watani Ana” does not appear on the website of the United States Copyright Office.

Request No. 8: Please admit that any application you filed for a copyright registration of “Watani Ana” through the United States Copyright Office was not a matter of public knowledge on June 11, 2011.

Request No. 9: Please admit that you refused to make a personal appearance at Defendant’s June 11, 2011 event unless you could make a political statement during your performance.

Request No. 10: Please admit that Defendant never withdrew its invitation to you to perform at Defendant’s June 11, 2011 event.

Request No. 11: Please admit that, prior to June 11, 2011, you knew that Defendant imbedded a copy of your YouTube post of “Watani Ana” in its public emails and its website prior to June 11, 2011.

Request No. 12: Please admit that neither you nor anyone on your behalf sent Defendant any request to remove the copy of your YouTube post of “Watani Ana” from Defendant’s emails or website.

Request No. 13: Please admit that, prior to June 11, 2011, you knew that Defendant included a copy of your YouTube post of “Watani Ana” in its pre-June 11, 2011 posts to various social networking websites.

Request No. 14: Please admit that neither you nor anyone on your behalf sent Defendant any request to remove the copy of your YouTube post of “Watani Ana” from its pre-June 11, 2011 posts to various social networking websites.

Request No.15: Please admit that you are the individual referred to as “malekjandali” on the YouTube post of “Watani Ana” attached as Exhibit A.

Request No. 16: Please admit that you or your agent created the following internet link:
<http://www.facebook.com/malekjandalifanpage> .

Request No. 17: Please admit that you endorse, encourage and support the following internet link: <http://www.facebook.com/malekjandalifanpage> .

Request No. 18: Please admit that you have taken no action to limit the conduct of the following internet link: <http://www.facebook.com/malekjandalifanpage> .

DATED this 2nd day of February, 2012.

By: 
Haytham Faraj, Esq. (DC 990192)
Puckett & Faraj, P. C.
1800 Diagonal Road, Suite 210
Alexandria, VA 22314
(703)706-0442
Haytham@puckettfaraj.com
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on February 2nd, 2012, I served a true copy of the foregoing Request for Admissions on the Plaintiff, Malek Jandali, through his following counsel, via email and first class mail:

Jack Gerstein, Esq.
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Attorneys for Plaintiff.

Respectfully submitted,



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Haytham@puckettfaraj.com
Attorney for Defendant

Witness: Malek Jandali, Plaintiff

Date and Time: March 15, 2012, 10:00 a.m.

Place: The Law Office of Puckett & Faraj, PLLC
1800 Diagonal Road, Suite 210
Alexandria, VA 22314

Court Reporter: Capital Reporting Company
1821 Jefferson Place, NW, 3rd Floor
Washington, DC 20036
Tel. 202-857-3376, Fax 202-857-8577

Dated: 2-2-2012

Signed: Haytham Faraj (MSJ)

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(703)706-0442
Haytham@puckettfaraj.com
Attorney for Defendant

Search Browse Movies Upload maryjo.provenzano...

Malek Jandali: Watani Ana **أنا وطني مالك جندلي: وطني**

malekjandali 39 videos Subscribe



Like Add to Share 64,581

Uploaded by malekjandali on Apr 16, 2011
 تكيف ألحان و كلمات للموسيقار مالك جندلي: وطني أنا
 Malek Jandali: Watani Ana (I am my Homeland)
<http://www.Facebook.com/Malek.JandaliFanPage>
642 likes, 10 dislikes
As Seen On:
The Blog
Show more

Top Comments

- .. ادي مالك .. شو احبكك يا مالك ..
 سمعتها مرة، مرتين، ثلاث .. بل اكثر .. ولم اربو ..
 عيال ما تيجي تعزفنا ياها بنص ساحة الحرية بضمن الحية بد ما يزول المستبد وزمرته الغدسة عن كامل الشعب السوري الحر ..
 عشت وعشت سوريا حرة لينة ..
 SyrianMoundass 4 months ago 14
- تحية للموسيقار مالك جندلي اكثر من رائع اكثر من رائع
 damaslove 3 months ago 11

All Comments (123)

Add a channel now to post a comment!

- amosh305 2 weeks ago
- @jasnaminkalh
 انا اوافقك الرأي
 ان شاء الله بعد سقوط بشار الامد
 thesultanSALADIN 2 weeks ago 2
- كثير من رائعة حقيقة (:
 kaleidoscope72 3 weeks ago 2
- اقترح ان يكون الشيد الوطني الجديد لسوريا الحرة
 jasnaminkalh 3 weeks ago 6
- تحيا سوريا بلذاتها الشرفاء
 عمل مشرف ورائع عظيم كعظم سوريا
 واقربا مسترف ورائع الحرية فوق سماء دمشق الغالية
 سنبقى على عهد الشرفاء الذين ضحوا بدمائهم
 لتدعم سورية بالحرية والتصر قريب
 horanyhour 1 month ago 2
- (L)

- بعد الإعتداء على والديه مالك جندلي يدبر عن ألمه...
 by alhurra
 5,443 views
- Malek Jandali \ Watani Ana \ White House \ July...
 by FreeSyriaNow42
 3,087 views
- ليصل القاصم يخرس الموق طالب ابراهيم II
 by syrian4al
 28,693 views
- من محمد الى بشار " انا انسان ماني حيوان"
 by d2020111
 79,181 views
- مالك جندلي في واشنطن - بثرة MBC الأخبار الرئيسية
 by malekjandali
 2,646 views
- الإعتداء على عائلة الموسيقار مالك جندلي
 by AlArabiya
 4,477 views
- اني اخترتك يا وطني
 by draashy91
 448,684 views
- قناة الثورة السورية - اغنية بننا حرية
 by mercosyria
 7,313 views
- Malek Jandali: Montréal Concert
 جندلي مالك جندلي: حفل...
 by malekjandali
 3,529 views
- اندلس مالك جندلي
 by TheArabicRevolution
 30,866 views
- Malek Jandali Arab Spring
 مالك جندلي MBC TV
 by malekjandali
 726 views
- وطني - فيروز
 by alloubie
 161,452 views
- هبة التواس / صوتي يُلصق المسافة إليك
 by syriansafahat
 30,284 views
- جوليا بطرس - انا جندلي حرة
 by Halfaouine
 156,660 views

Malek Jandali "Sulaima" - مالك جندلي: سلومي

- the birthplace of prophets,
The resting place of martyrs.
aboamir 1 month ago 2

We pray to the heavenly God,
To lift calamities from my country, my people and all mankind
MageSutek 1 month ago 2

لا محبك وبشريف وابطل يابن الابطل وله برقع راسي فبك وينتخر بلك سوري ابن يادي الحر باذن الله انتصر انت لا وطني انا وانا وطني
1 month ago 2

متى اراك يوما حراً يا وطني؟
مع كمنياتي للسوريين والحرور قريبا ان شاء الله
يوم تملو في سماك ثمين الكرم
يوم تدمر الجحش بكتفك الله
والله اعلم
The Sultan Al Adil 1 month ago 3

يوم تنقى ارضك من نهر القيم
يا بلادي يا مهد البشر
نور الحضارة منها انتشر
موطن الانبياء مرقد الشهداء
تدعو رب السماء ان يزول البلاء
عن بلادي واعلى وكل البشر

by malekjanda'i
5,968 views

8:53

معزوفة موناصور الاصلية --حصريا
by at7aa000
575,661 views

4:33

Malek Jandali: Andalus ملك
جندي: أندلس
by malekjanda'i
5,489 views

6:49

Malek Jandali: Watani Ana
ملك جندي: وطني انا
by syrianhr
173 views

5:19

ايلى كو حين-3
by msmsm911
44,851 views

10:07

الموسيقار ملك جندي - حلم النبأ و حلم
الشعب ا...
by malekjanda'i
907 views

4:01

Load more suggestions

Terms of Service

[Pay Content Terms of Service](#)
[Collecting Society Notices](#)
[Copyright Notices](#)
[Community Guidelines](#)

Terms of Service

Community Guidelines

1. Your Acceptance

- A. By using or visiting the YouTube website or any YouTube products, software, data feeds, and services provided to you on, from, or through the YouTube website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) YouTube's privacy notice, found at <http://www.youtube.com/privacy> and incorporated herein by reference, and (3) YouTube's Community Guidelines, found at http://www.youtube.com/community_guidelines and also incorporated herein by reference. If you do not agree to any of these terms, the YouTube privacy notice, or the Community Guidelines, please do not use the Service.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/terms>). YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

- A. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of YouTube, including but not limited to all products, software and services offered via the YouTube website, such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
- B. The Service may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

- A. In order to access some features of the Service, you will have to create a YouTube or Google account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
- B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Service or the Content without YouTube's prior written authorization, unless YouTube makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).
- B. You agree not to alter or modify any part of the Service.
- C. You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means YouTube may designate.
- D. You agree not to use the Service for any of the following commercial uses unless you obtain YouTube's prior written approval:
- the sale of access to the Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
 - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.
- E. Prohibited commercial uses do not include:
- uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
 - showing YouTube videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or
 - any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our [FAQ](#).)

EXHIBIT B

- F. If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the YouTube website.
- G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
- H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

 0 Unsaved Playlist

Options ^

- I. In your use of the Service, you will comply with all applicable laws.
- J. YouTube reserves the right to discontinue any aspect of the Service at any time.

5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

- A. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law.
- B. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by YouTube on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of YouTube or the respective licensors of the Content. YouTube and its licensors reserve all rights not expressly granted in and to the Service and the Content.
- C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
- D. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless YouTube, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

- A. As a YouTube account holder you may submit Content to the Service, including videos and user comments. You understand that YouTube does not guarantee any confidentiality with respect to any Content you submit.
- B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to YouTube all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
- D. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant YouTube all of the license rights granted herein.
- E. You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at http://www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
- F. YouTube does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with Content. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and YouTube will remove all Content if properly notified that such Content infringes on another's intellectual property rights. YouTube reserves the right to remove Content without prior notice.

7. Account Termination Policy

- A. YouTube will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.
- B. YouTube reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. YouTube may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - A statement 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
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YouTube's designated Copyright Agent to receive notifications of claimed infringement is Shadie Farazian, 901 Cherry Ave., San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.google.com/support/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

- B. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:
 - Your physical or electronic signature;
 - Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
 - A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
 - Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE

WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/t/privacy> and any other legal notices published by YouTube on the Service, shall constitute the entire agreement between you and YouTube concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Dated: June 9, 2010

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