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- b. the right to publicly display the verse,
- c. the right to publicly distribute the verse,
- d. the right to publicly perform the verse,
- e. the right to transmit the verse to the public,
- f. the right to create derivatives of the new verse, including the right to modify, edit, adapt and change the verse,

all as Elfenworks Foundation may so decide in its sole discretion and without notice, further permission or compensation of any kind to you or anyone else. You understand that the right and license you grant to Elfenworks Foundation hereunder allows Elfenworks Foundation to sublicense others with the same or similar rights and licenses (as granted to Elfenworks Foundation herein) to commercially exploit the verse and the copyrights appurtenant thereto without further notice, permission or compensation of any kind to you or anyone else.

5. Publicity Release: By submitting a verse, all persons participating in the creation of the verse grant Elfenworks Foundation a right and license (but not the obligation) to use the name, face, likeness, and biographical information of all persons contributing to the verse, as provided to Elfenworks Foundation, in connection with the publicity of the Project (or relate project) and any verse (in whole or in part thereof) submitted by you.

6. Moral Rights Release: By submitting a verse, all persons participating in the creation of the verse hereby waive any moral rights (or equivalent rights) and to the extent such rights are not waivable by law, all participating persons agree not to assert against Elfenworks Foundation any such rights arising from or related to a submitted verse, including but not limited to: the right to claim authorship of a verse (in whole or in part), the right to prevent the use of his or her name as the author of any verse (in whole or part), the right to prevent the use of his or her name as the author of a verse, and the right to prevent any destruction, distortion, mutilation, or other modification of a verse, whether or not it would be prejudicial to his or her honor or reputation.

7. Ownership. Elfenworks Foundation does not claim ownership of the individual verses submitted for use in connection with the Project. Elfenworks Foundation claims ownership of all rights, title and interest, including copyrights, in and to the For Our Time song, sheet music and aggregation of all verses that may be submitted and accepted for publication in connection with the Project from time to time by Elfenworks Foundation, as a collective work.

8. Sharing the Song. To the extent Elfenworks Foundation posts the For Our Time song and accepted verses on an Elfenworks Foundation owned and operated website or on a third party social media platform, all access, use and sharing of the posted content shall be subject to the terms and conditions of use and privacy policy of the website or social media platform where the content is posted.

9. Limitation of Liability. To the maximum extent permitted by law, in no event will Elfenworks Foundation be liable to participants under any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or

damages arising out of the Project, the use of the For Our Time sheet music, or the use of any submitted verse, even if the Elfenworks Foundation or its representatives have been advised of the possibility of such losses, costs, expenses, or damages.

10. **Governing Law.** These Terms will be governed and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. To the extent any provision herein is deemed void or unenforceable, that portion shall be severed and the remainder shall be enforceable to the maximum extent permitted by law and the original intent of the parties. Each participant agrees that any action at law or in equity that arises out of or relates to these Terms will be brought only in a court of competent jurisdiction located in San Mateo County, California, without resort to class action.

11. **Complete Agreement.** These Terms represent the entire understanding relating to the subject matter set forth herein and prevail over any prior or contemporaneous, conflicting or additional, communications. Elfenworks Foundation reserves the right to revise these Terms of participation in the Project by updating this posting. The Terms may not be amended and Elfenworks Foundation shall not be bound by any additional or different terms or conditions communicated by a participant unless expressly agreed to in writing signed by a duly authorized representative of Elfenworks Foundation. No term or condition shall be deemed waived except if set forth in writing and signed by the waiving party.

12. **COPYRIGHT COMPLAINTS – “DMCA” NOTICE.** If any person believes that any published content or material connected with the Project infringes any copyright owned or controlled by you, please send written notice to our Designated Agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA).

- **Designated Agent for Receiving Notification of Claimed Infringement:**
Service Provider: <http://elfenworks.org/peace/>
Name of Agent: Barry Parker, Esq.
Full Address and Phone # of Designated Agent to Whom Notification Should be Sent:
Parker Rightside IP Law
80 N. Cabrillo Hwy., Suite Q, Half Moon Bay, CA 94019
Email Address of Designated Agent:
copyright@elfenworks.org

To be valid under the DMCA, your notice must be in writing and include the following information:

- (1). A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (2). Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site.
- (3). 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.
- (4). Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
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- (6.) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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{End of Terms }