



MASSC Workshop Video Library Rental Agreement

Name _____

Address _____ Apt # _____

City, State, Zip _____

Day Phone _____

Email address _____

Workshop Title _____ # of Disks _____

Check Out Date _____ Returned Date _____

Credit Card # _____ Exp Date _____

Type Card _____ Name on Card _____ Sec Code _____

I have read and agree to the MASSC Work Shop Video Library Terms of Use

Member Signature

Date

Rental Fee: \$20 per title (includes return postage and envelope)

Rental Period: 30 days per title.

Rental Limit: One title at a time. Upon return of one title another may be rented.

Membership Requirement: You must be a current member of MASSC

Rental Requirements: You must have a valid email address and credit card

Late Fees: MASSC does not charge late fees, however we reserve the right to revoke rental privileges for any member who consistently abuses the rental period agreement.

Unreturned or damaged DVDs: MASSC at its sole discretion may charge the member's credit card per the terms of use agreement for unreturned or damaged DVDs.

Contact: MASSC Video Librarian: Nancy Jo Stroud: uniquesbynj@cox.net

Acceptance of Terms of Use

These Terms of Use govern your use of the MASSC workshop video library. By using, visiting, or browsing the MASSC workshop video library, you accept and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not use the MASSC workshop video library.

These Terms of Use are an ongoing contract between you and MASSC and apply to your use of the MASSC workshop video library. These Terms of Use affect your rights and you should read them carefully.

Changes to Terms of Use

MASSC., reserves the right, from time to time, with or without notice to you, to change these Terms of Use in our sole and absolute discretion. The most current version of these Terms of Use can be reviewed by clicking on the "Terms of Use" located at the bottom of the pages of the MASSC website. The most current version of the Terms of Use will supersede all previous versions. Your use of the MASSC workshop video library or continued use of our library after changes are made means that you agree to be bound by such changes. As such, you should review the Terms of Use periodically.

How Our workshop video library Works

MASSC provides its members with access to a comprehensive library of workshop videos with limitations on the number of videos that can be checked out by an individual member at any given time. Members select workshop videos at our website, receive them on DVD by U.S. mail and return them using prepaid mailers. Members may keep each DVD for a period of up to 30 days. After a DVD is returned, the member may request another DVD from the library.

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate our library. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these Terms of Use.

Below is a general description concerning the operation of our DVD rental service:

*** The Number of DVDs You Can Rent**

Members in good standing can rent one DVD workshop video at a time. Upon the return of a rented DVD, member is eligible to rent another.

*** Delivery of DVDs**

We use the U.S. Postal Service and we have determined that the large majority of our members are able to receive their DVDs in about 2-3 business days following our shipment of the requested video. At present, we send you an email letting you know when we have received a returned movie, and we also send you another email letting you know when we have shipped your next DVD, including the anticipated day of delivery.

*** No Due Dates or Late Fees**

Provided you continue to be a paying member of MASSC, you may keep the DVDs delivered to you for a period of 30 days. You are required to return the DVDs within 7 days following any cancellation of the MASSC membership or be subject to charge for unreturned DVDs. Also, you may be charged for movies that you lose. Currently, as an additional member benefit, we may replace the occasional lost DVD free of charge. However, in the rare event that the number of lost DVDs on your account becomes excessive, as we may determine in our sole and absolute discretion, we may place your account on hold and may charge your Payment Method for the estimated cost of the lost DVD(s). You hereby authorize us to charge your Payment Method for any lost DVD(s). We will alert you of any potential charges for lost DVD(s) prior to charging your Payment Method.

*** Allocation, Delivery and Return of Rented DVDs**

We reserve the right to process orders and otherwise allocate and ship DVDs among our members in any manner that we, in our sole and absolute discretion, determine.

We receive mail from the USPS and process returns Monday through Friday, except Holidays. Generally all of the returns are processed on the same day received. We send an email to you soon after processing your return.

*** Billing**

A rental fee of \$20 is charged for each workshop video. Rental Fee is payable at the time of rental. Your payment method may be charged for lost DVDs or DVDs not returned upon cancellation or termination of your MASSC membership, and you authorize us to charge your Payment Method for such varying amounts. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. At any time, and for any reason, we may provide a refund, discount, bonus disc or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance. If your Payment Method reaches its expiration date, your continued use of the workshop video library constitutes your authorization for us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

*** Cancellation**

You may cancel your membership to MASSC at anytime, and cancellation will be effective immediately. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED WORKSHOP VIDEOS. Upon cancellation, you are given seven (7) days to return any outstanding rentals. Failure to return such rentals will result in your Payment Method being billed for such items. We will send you a reminder email concerning unreturned discs prior to charging your Payment Method.

We reserve the right to terminate your account for any or no reason.

Disclaimers of Warranties and Limitations on Liability

THE MASSC SERVICE, INCLUDING ALL DVDS, FEATURES, AND FUNCTIONALITIES ASSOCIATED THEREWITH, THE WEBSITE AND ITS CONTENTS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE MASSC SERVICE, THE WORKSHOP VIDEO LIBRARY AND ITS CONTENTS. MASSC DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE MASSC SERVICE, INCLUDING SHIPMENT OF DVDS WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT MASSC MAY ELIMINATE OR OTHERWISE MODIFY ANY OR ALL ASPECTS OF THE MASSC SERVICE, AT ANY TIME, WITHOUT COMPENSATION OR NOTICE TO YOU. Without limiting the foregoing, we assume no liability or responsibility for any of the following: (i) content contained on or defects with DVDs from the MASSC service; (ii) errors or omissions in the content (including DVDs) delivered by the MASSC service or on the MASSC website; (iii) recommendations or advice contained in any workshop video; (iv) any failures, mis-shipments, delays, or interruptions in the shipment of DVDs; (v) any failure or interruption in the availability of the MASSC service and/or website; (vi) delivery and or display of any content contained on the MASSC website or DVDs; and (vii) any losses or damages arising from the use of the content provided on the MASSC website or the workshop video DVDs or any conduct by users of the MASSC workshop video library or website. TO THE EXTENT ALLOWABLE BY LAW, WE AND OUR LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, we do not represent or warrant that the information contained in any instruction DVD is accurate, complete or current. We do not make any representations with respect to the content contained on workshop videos from the MASSC library or the descriptions of any movie content contained on our website. We do not represent or guarantee that your use of the MASSC workshop video library will be free from interruption, loss, corruption, viruses or interference and we disclaim any liability with respect thereto. No oral or written information or advice given by us or our authorized representative shall create a warranty or otherwise constitute a representation binding upon MASSC or its affiliated parties.

In no event shall MASSC, its directors, officers, or employees be liable (jointly or severally) to you for personal injury or any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, business interruption or any other commercial damages or loss, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of the MASSC workshop video library, its contents or the MASSC service, including any DVDs, features or functionalities associated therewith. In no event shall our total liability to you for all damages for losses arising from the use or inability to use our workshop video library, its contents or the MASSC service, including any DVDs, features or functionalities associated therewith (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the rental fee. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

*** Functionality Compatibility**

MASSC MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE COMPATIBILITY OF THE DEVICE YOU PLAY A MASSC DVD ON AND THE MASSC DVD.

Intellectual Property

* Copyright

All content included on the MASSC Web site and delivered to members as part of the workshop video library, including DVDs, text, graphics, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations, and software, is the property of MASSC, or its suppliers and is protected by United States and international copyright laws or other intellectual property laws and treaties. The compilation of all content in the workshop video library is the exclusive property of MASSC, Inc., and protected by U.S. and international copyright laws. Content shall not be reproduced or used without express written permission from MASSC,. You agree not to copy, duplicate, decompile, reverse engineer or disassemble any content (including but not limited to the MASSC workshop video) or other products or processes accessible through the MASSC website, not to insert any code or product or manipulate the content of the MASSC website or its products in any way, and not to use any data mining, data gathering or extraction method. MASSC reserves the right to terminate your membership hereunder if MASSC, in its sole and absolute discretion, believes that you are in violation of this paragraph, such violations including the copying of DVDs rented to you by us or the copying or other unauthorized use of our proprietary content. MASSC does not promote, foster or condone the copying of DVDs or any other infringing activity. The use of the MASSC service, including DVDs rented to you by us is solely for your personal and non-commercial use. Please see the instructions at the end of these Terms of Use for notifying us of the presence of any allegedly infringing content on the MASSC website.

Electronic Communications

By using the MASSC service, you consent to receiving electronic communications from MASSC. These communications will include notices about your account (e.g., shipping and receiving e-mails and other transactional information) and information concerning or related to our service, such as featured films or other entertainment information or offerings. These communications are part of your relationship with MASSC and you receive them as part of the MASSC membership. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Limitations on Use

You must be 18 years of age or older to utilize the MASSC workshop video library. While individuals under the age of 18 may utilize the service, they may do so only with the involvement of a parent or legal guardian. MASSC does not distribute products that intended to be watched by children. Unless otherwise specified, our DVD workshop video library and the content on the MASSC website, are for your personal and non-commercial use only and we grant you a limited license to access the MASSC website for that purpose. You may not download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from, the MASSC website or workshop video library without our express written consent. MASSC does not promote, foster or condone the copying of DVDs, digitally delivered content, or any other infringing activity. Any unauthorized use of the MASSC website or its contents will terminate the limited license granted by us.

Right to Terminate

We reserve the right to terminate or restrict your use of our service, without notice, for any or no reason whatsoever.

Claims of Copyright Infringement

It is the policy of MASSC to respect the intellectual property rights of others. MASSC does not promote, foster or condone the copying of DVDs or any other infringing activity. If you believe your work has been copied in a way that constitutes copyright infringement, are aware of any infringing material on the MASSC website, or know of someone who is making unauthorized use of the content of the MASSC website, please notify us at the address specified below of your concern by submitting a signed written notice and containing the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material on the MASSC website that is claimed to be infringing, and information reasonably sufficient to permit us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, if available, your e-mail address;
- (v) 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;

(vi) A statement that the above information is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of the copyright that is allegedly infringed.

Our copyright notice email address is copyright@MASSCOnline.com. Please note, however, that in order for your notice to us to be effective under the Digital Millennium Copyright Act, your notice must be in writing and contain the elements described above. We will not be able to respond to any customer service or other issues through email address. For queries that are not related to copyright matters, please contact the MASSC administrative office.

Written communications concerning copyright infringement or counter-notifications under this section of our Terms of Use should be sent to the following address:

MASSC, Inc.
Attn: General Counsel
1644 South Clementine St
Anaheim CA, 92802

Disputes; Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws provisions. You and MASSC agree that the United States District Court for the Southern District of California and/or the California Superior Court for the County of Orange shall have exclusive jurisdiction over any dispute between you and MASSC relating in any way to the MASSC service or workshop video library or these Terms of Use. You and MASSC expressly and irrevocably consent to personal jurisdiction and venue in these courts.