

VIDDOPRO.COM WEBSITE TERMS OF USE

SECTION 1. DEFINITIONS. TERMS & CONDITIONS ACCEPTANCE

1.1 Herein the following definitions are used:

- “VIDDO Pro” or “VIDDO” or the “Company” or the “Website Owner” or “We” or “Our” or “Us” – means (VIDDO Ltd.), the company incorporated in Malta, with registration No. (C86655), located at: (Central Business Center, Level 1 Mdina Road - Zebbug ZBG 9015 Malta);
- “You” or “User” means a person, who uses the Website;
- “Website” means the website <https://viddopro.com/>;
- “Services” means services provided by the Company through the Website.

1.2 These Website Terms of Use (hereinafter referred to as the “Terms”), including any and all accompanying documents, constitute a legally binding agreement between You and Us.

1.3 You must carefully read and comply with these Terms.

1.4 By using the Website, You are confirming that You have fully read, understood and irrevocably accepted these Terms. If You do not agree with these Terms in general or any part of them, You are not permitted to use the Website and any associated Services.

SECTION 2. GENERAL PROVISIONS AND REPRESENTATIONS AND WARRANTS RELATING TO VOUCHERS

2.1 These Terms and any accompanying documents are effective and binding on You whenever You use the Website, and govern your acquisition and use of the services on our website ViddoPro.com. By accepting these Terms, either by clicking a box or button indicating your acceptance or by executing an order form or other document referring to these Terms, you agree that these Terms form part of the agreement for your use of the service (the “Agreement”).

2.2 You acknowledge and accept that these Terms and any accompanying documents and/or the Website are subject to change, modifications, amendments, alterations or supplements at any time without prior written notice, at Our sole discretion. Your continued use of the Website after any amendments or alterations of these Terms, any accompanying documents and/or the Website shall constitute Your consent and acceptance of any such changes, modifications, amendments, alterations or supplements. The date of the most recent amendments and alterations will be indicated at the top of these Terms.

2.3 You acknowledge and accept that the Website Owner reserves the right at any time, in its

sole and complete discretion, to modify or to temporarily or permanently suspend or eliminate the Website, and/or disable any access to the Website for any reason. If such changes are considered material, ViddoPro will inform registered customers about the changes by email, and the changes will take effect 15 days after such emails have been sent. Your continued use of our Website or services after such changes will constitute acknowledgment and acceptance of the modified Terms. These Terms were last updated on 24 September, 2018 and are effective between you and ViddoPro as of the date when you place an order or set up an account at ViddoPro.com.

2.4 In case of any discrepancies between the wording of our website and these Terms, these Terms prevail. Any additional or different terms or conditions proposed by you (whether by order, purchase order, counter-offer, acknowledgement, electronic data interchange, or otherwise) are hereby expressly objected to and will not be in any way binding upon ViddoPro.

2.5 These Terms as well as all other texts throughout the website may be translated from English to other languages. These are unofficial translations and are only provided as convenience translations. They should therefore be interpreted in accordance with their English language versions which will prevail in the event of any discrepancy between the English version and the translation. ViddoPro assumes no liability for any errors, omissions or ambiguities in the translations. Any person or entity choosing to rely on the translated content does so at their own risk. When in doubt, please always refer to the official English language version.

2.6 By using the Website, You covenant, represent, and warrant that (under the Applicable Law and law of Your country of residence). You are of an age of of lawful contracting in the jurisdiction where You are a resident (at least 16 years of age), and are fully able and legally competent to use the Website, and in doing so will not violate any other agreement to which You are a party.

2.7 By using the Website, You also covenant, represent, and warrant that (under the Applicable Law and law of Your country of residence):

- Subject to the registering procedure on our Website and purchasing the voucher, ViddoPro will deliver to you the services described on our Website on a non-exclusive basis.
- You have all necessary and relevant experience and knowledge to deal with digital media platforms, are aware of all the merits, risks and any restrictions associated with making advance purchase for a product/service that You or Your assignee may use in the future, as well as the necessary and relevant expertise and knowledge to purchase, use and manage the professional video channels when they become operational, and are solely responsible for any evaluations based on such knowledge;
- If You are a corporation, governmental organization or other legal entity, You have the right, power and authority to act on behalf of such corporation, governmental organization or other

legal entity and bind them to these Terms;

- You will not use the Website for any illegal activity and You are not engaged in any illegal activity;

- You solely control Your credentials (email address, password or other information provided for the purpose of the Website use) and do not act on behalf of any third party.

- You understand and accept that by purchasing on the VIDDO Pro Website You will acquire a voucher—that is a contractual right to receive—for future delivery of a professional video platform. You understand further that the sole intended purpose of the issuance of this voucher will be to exchange them for VIDDO Pro Channel after November 1, 2018 when such channels will be opened by Us.

- You understand further that the voucher issued to You may only be exchanged on VIDDO Pro website (www.viddopro.com), the VIDDO website (www.viddo.com) and in each case only via the MarketPlace operated by Us on these websites. You understand further that the all exchanges, trades and assignments/transfers for considerations must occur on the MarketPlace operated by Us on these websites. You may, however, gift Your voucher to any third party for no consideration but recipient of any such gift or donation will be required to register on the Marketplace operated by one of the websites.

- By registering on the Website you expressly state that You understand that definition and purpose of the ProChannel, with respect to which vouchers are issued for counter-value that You pay to Us. Accordingly, you understand that ProChannel is such video channel operated by Us that is specifically reserved for business purposes, that is for content creators who wish to monetize their content for profit by placing them on a ProChannel. In connection with the operation of the ProChannel You expressly state that you have read and understood the description provided on www.viddo.com, which provides a detailed description of the monetization process.

- By purchasing a voucher you expressly state that You accept that 10 million (10,000,000) ProChannels will be sold and that in Your judgment the counter-value paid for a voucher represents fair and proportionate value given the limited number of ProChannels that will go on sale.

- By registering on the Website You expressly represent and warrant that Your damage for a failure by Us to deliver any ProChannel in connection with which voucher is purchased shall be limited to the value paid to Us and that You expressly waive irrevocably and finally any claim You may have under any law or any jurisdiction for relief in law or equity, for damages, including consequential or unforeseen, or any other claim in excess of Your right to receive the payment originally made. By registering on the Website You agree that we exclude any liability toward You except repayment of the counter value of the Voucher in the event that ProChannel

has not been opened before October 31, 2019.

● By registering on the Website You expressly consent to the voucher You purchase to become eligible for registration in the MarketPlace for exchange into a ProChannel between November 1, 2018 and October 31, 2019 at such time that We notify You that the MarketPlace is open for You to enter and initiate the exchange of the voucher into a ProChannel. You further expressly acknowledge that the aforementioned time interval may be extended in the event of any force majeure event of which we notify You in writing. You understand and expressly acknowledge that You will not have recourse to damages and We shall not be liable to You in the event of a force majeure event delays the launch of any ProChannel.

● You further understand and expressly agree that the specific manner in which vouchers may be exchanged for ProChannel and/or traded among registered users will may be revised at any time We deem necessary and proper.

● You further understand and expressly agree that We owe no duty to You other than i) provide You written notification in the event ProChannels are not available by November 1, 2018 and ii) reimburse Your payment for vouchers in full in the event ProChannels You wish to operate are not available by October 31, 2019—as such time may be extended by a force majeure event.

● You further understand and expressly acknowledge that the MarketPlace is merely a platform for You and third parties to enter into exchange and voucher owners will determine prices based on demand and supply.

SECTION 3. USER'S WEBSITE REGISTRATION AND ACCOUNT

3.1 For the purpose of proper use of the Website, You should register on the Website and create an individual Account with Your respective login and password. You are given access to an Account following Your provision of all information required by the Website Owner, authorization by the Website Owner and upon Your successful creation of an Account. You warrant that any and all information provided for the purpose of Your Account creation and/or any other Website use is valid, current, complete and accurate. Registration data and other information about You is subject to the accompanying Privacy Policy available on the Website.

3.2 VIDDO reserves its right to prohibit without any compensations or explanations access to the Website and/or Service of any residents

(a) from a country or territory that is the target of United States economic or trade sanctions, as defined at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> ;

(b) identified on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons (

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>), the U.S. Commerce Department's Denied Person List

(<https://www.bis.doc.gov/index.php/the-denied-persons-list>), the EU Consolidated List of

Persons, or similar lists of sanctioned persons

(https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions);

(c) acting for or on behalf of any person on the above-identified lists or the government of a country or territory that is the target of United States economic or trade sanctions;

(d) being subject to any other UN-, US-, EU-, CH- or any other sovereign country sanctions or embargoes or have any other affiliation to such sanctions.

3.3 You hereby expressly consent that You are solely responsible for the use of Your login and password for the Account, for any registration data provided for Account creation, and for any actions done during any use of Your Account. You agree to keep Your login information and password private and to immediately notify the Website Owner of any unauthorized Account activity. You may be aware of and modify Your login information respectively. You are solely responsible for any loss or damage You or the Website Owner may suffer as a result of Your failure to do so.

3.4 You may deactivate Your registration with the Website at any time by sending respective request in the contact form on the Website. We may terminate Your use of and registration with the Website or freeze any transactions on the Website at any time if You violate these Terms or any other Company policies, at our sole discretion and without prior notice and without any liability or further obligation of any kind whatsoever to You or any other party, when we find such measures reasonable and/or necessary in a particular situation, without any refunds.

3.5 By creating an Account, You also consent to receive electronic communications from Website Owner (e.g., via email). These communications may include notices about Your Account (e.g., password changes and other transactional information) and are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from Us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information We think will be of interest to You. You may opt out of receiving these promotional emails at any time by following the respective unsubscribe instructions. Without limiting the foregoing and the provisions of Clause 4 below, You specifically consent BIG Fish Payment Services Ltd. (seat H-1066 Budapest, Nyugati tér 1-2 Hungary) receiving Your personal data from Us that will take place as a result of processing payments from You. Provided data transmitted shall include family name, given name, IP address, billing address, shipping address, country, phone number, e-mail, and at least the last 4 digits of card number. You acknowledge and consent to the purpose of data transmission to carry out online payment transaction in connection with Your payment for and purchase of a voucher.

3.6 As a customer, you can submit questions, comments or suggestions using the lifechat at ViddoPro.com or via e-mail sent to support@viddo.com.

SECTION 4. PAYMENTS AND FEES

4.1 Without limiting the provision of Section 3.5 We are entitled to use other third-party payment service processors for purchase and sale of vouchers. The respective third-party payment processor is primarily responsible for facilitating payment of User's transactions. When You use any third-party payment processor ("Payment processor") to make a purchase or sale of items on the Website, responsibility over Your transaction will first be transferred to the respective Payment processor before it is delivered to You. The Payment processor assumes primary responsibility for payment and payment-related customer support. The terms between the Payment processor and Users who utilize the services offered by the Payment processor are governed by separate agreements and are not subject to the Terms on this Website.

4.2 For transactions made through a Payment processor

(i) the privacy policy of the respective Payment processor shall apply to all payments and should be reviewed before making any transaction, and

(ii) the payment processor refund policy shall apply to all payments, unless notice is expressly provided by the relevant Payment processor to Users in advance.

4.3 You are responsible for payment of any fees, taxes or other costs, associated with the conduction of transactions with Payment processors or the duties and taxes imposed by Your local authorities. The respective charged amounts shall be indicated on the respective payment page of Payment processor.

4.4 The list of available Payment processors shall be solely defined by Us and indicated on the Website. As of the date hereof, Our primary Payment processor is BIG FISH Payment Services Ltd.. (1066 Budapest, Nyugati tér 1-2.) and OTP Mobil Ltd. (1093 Budapest, Közraktár u. -32.)

4.5 By registering to viddopro.com, User acknowledge the following personal data stored in the user account of VIDDO Ltd (Central Business Centre, Room 1, Level 1, Suite 2, Mdina Road, Zebbug ZBG 9015, Malta) in the user database of viddopro.com will be handed over to OTP Mobil Ltd. (1093 Budapest, Közraktár u. -32.) and is trusted as data processor. The data transferred by the data controller are the following: name, address, phone number, payment method, other payment related information. The nature and purpose of the data processing activity performed by the data processor in the SimplePay.

4.6 By registering to viddopro.com the Customer accepts that the VIDDO Ltd (Central Business Centre, Room 1, Level 1, Suite 2, Mdina Road, Zebbug ZBG 9015, Malta) at viddprpo.com transmits o provide the following pieces of my personal data for transmitting to the payment service providers and storing in the transaction logs to BIG FISH Payment Services Ltd. (seat: H-1066 Budapest, Nyugati tér 1-2.) Provided transmitted data: family name, given name,

IP-address, billing address, shipping address, country, phone number, e-mail address, the last 4 digits of the card number. The purpose of data transmission: to carry out online payment transactions transmitting the required dataset between the merchant and the payment service provider to carry out online payment transactions, providing transaction data retrieval possibilities for our merchant partners.

4.7 Any User demanding settlement through one of the Payment processors agrees thereby for the payment to be made through websites covering the payment systems and states that he/she has read and accepted the terms and conditions available on such websites. To the extent permitted by law, We shall not be liable against the Users for any problems related to payments for which the owners of such sites are responsible, in particular for any delays in processing payments or inability to process them for technical reasons. In such case the User shall contact the applicable Payment processor's site in accordance with that website's terms and conditions.

4.8 For the purpose of duly transactions performance on the Website the Users shall provide their personal and payment processing data (such as name, surname, address, copies of ID cards or other identifying documents, residence place confirmation documents, credit card identification data) to the Payment processors, including the consent for processing these data by the payment services in order to carry out the requested transactions.

4.9 You are responsible for providing Us and/or the respective Payment processor with valid and accurate information for making and receiving payments in compliance with the Privacy Policy of the Company and the respective Payment processor, you must provide us with valid and updated credit card information when signing up for ViddoPro with your credit card. You authorize us to recurrently charge such credit card for all services you have accepted to buy from our website. By accepting a billing agreement using our service vendor, you authorize ViddoPro as a merchant to initiate payment collection without further consent from you.

4.10 We accept no liability and specifically disclaims any implied warranty to complete any transaction which cannot be cleared by its Payment processors, whether because there are not sufficient funds available on Your credit card, issues related to identity or localization or otherwise. We reserve the right to verify and approve any and all transactions made by You when using the Service to ensure that they comply with this Terms and the terms imposed on the Website Owner by third party service providers. You expressly acknowledge and agree that such verifications may require You to provide Website Owner with additional personal information in order to verify and confirm Your identity and to perform verifications aimed to deter fraud and misuse of the Service, in compliance with the Website Owner's Privacy Policy. Website Owner may suspend Your Account and contact You so You can provide the Website Owner with additional information required to process the respective payments. Such suspension shall not relieve You from Your obligation to pay any fees incurred due to processing of transactions.

4.11 The payment transactions may be delayed while the Payment processor validates Your

compliance with these Terms and other applicable policies. You agree not to initiate any claim and dispute procedure with third parties regarding payment and receipt of virtual items.

4.12 When dealing with Payment processors (including, but not limited to BIG FISH or OTP Mobil Ltd. We shall act in full compliance with respective legal requirements of Payment processors' country of residence or operations (including, in compliance with legislation of EU-member countries, such as Malta and others).

4.13 You are responsible for any fees, taxes or other costs associated with the purchase and delivery of Your items resulting from charges imposed by Your relationship with payment services providers or the duties and taxes imposed by Your local customs officials or other regulatory body.

4.14 When you log into ViddoPro, you can view and download invoices issued to you under the "Your Profile" menu.

4.15 Current prices can be found at ViddoPro.com main page. Pricing is on a per-domain basis. The prices may be changed by ViddoPro at any time subject to 90 days' notice which will be sent to you by email if you have registered a user account on our Website. Fees listed on our website are exclusive of value added tax chargeable from time to time (VAT) or any other relevant local sales taxes, for which you are responsible. All orders will be charged in US Dollars (USD).

4.16 Where possible, we will work with You and/or any User selling on Our website, to resolve any disputes arising from Your purchase. As provided in Section 9.3. below, for customer service inquiries or disputes, You may contact Us only via Your email at support@viddopro.com and through the Website Owner's contact form on the Website.

SECTION 5. REFUND POLICY

5.1 There are no refunds when We terminate Your use of and registration with the Website or freeze any transactions on the Website if You violate these Terms or any other VIDDO policies.

5.2 Any fees and transaction commissions paid by the Users are non-refundable and non-returnable. Due to the commission being non-refundable and non-returnable, a User is not entitled to claim any compensation from Us.

5.3 You will only be eligible to refund payment made for a voucher in the event that We shall not have delivered ProChannels that can be exchanged for a voucher by October 31, 2019 (as such term may be extended by force majeure).

SECTION 6. RESPONSIBLE USE AND CONDUCT

By visiting our website and accessing the information, resources, services, products and tools we provide for you, both free and payable, either directly or indirectly (the "Resources"), you agree to use these Resources only for the purposes permitted by (a) these Terms and (b) applicable laws, regulations.

Wherein, you understand that:

- a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct and up to date.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account(s).
- c. You may only permit authorized users who possess rightfully obtained login information to use the Resources, and you must ensure that anyone who uses the Resources does so only for your authorized use and complies with these Terms.
- d. You may not make the Resources or any login information available to any third party, including, without limitation, in any form by rental, service bureau, hosting, time sharing arrangement or demonstration of the Resources to any third party. You may not use the Resources for the benefit of a third party. You may not disclose to any third party the results of any benchmarking or comparative study or analysis involving the Resources.
- e. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means. You may not use the ViddoPro to store or transmit any “protected health information” as that term is defined in 45 United States Code of Federal Regulations C.F.R. 160.103, unless expressly agreed to otherwise in writing by ViddoPro.
- f. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks at which our Resources are located or to which they are connected, is strictly prohibited. This includes restricting in any way any other authorized user from using the Resources. We may suspend your use of the ViddoPro if your use causes or is reasonably likely to cause damage to the ViddoPro or another customer.
- g. Attempting to copy, duplicate, reproduce, sell, trade or resell our Resources is strictly prohibited unless otherwise agreed in writing.
- h. The Resources may not be used in any way that is unlawful or which harms ViddoPro (or its third party licensors) or the ViddoPro as determined by ViddoPro in its sole discretion.
- i. You must use your best efforts to cooperate with and assist ViddoPro in identifying and preventing any unauthorized use, copying or disclosure of the Resources or any portion thereof.
- j. If you learn of any actual or threatened infringement of the Resources through piracy, or if any piracy or infringement claim is made against you by a party other than ViddoPro in connection with your use of the Resources, you must notify ViddoPro as soon as possible.
- k. You are solely responsible for any consequence, loss or damage which ViddoPro may directly or indirectly incur or suffer due to any unauthorized activities conducted by you as described above and which may incur criminal or civil liability.

l. We may provide various open communication tools on our website, such as a help desk, blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that we do not generally pre-screen or monitor the content posted by users of these various communication tools which means that if you choose to use these tools to submit any type of content to our website it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share or otherwise distribute any content that:

- i. Is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist or contains any type of improper or inappropriate language;
 - ii. Infringes on any trademark, patent, trade secret, copyright or other proprietary right of any party;
 - iii. Contains any type of unauthorized or unsolicited advertising; or
 - iv. Impersonates any person or entity, including any ViddoPro employees or representatives.
- m. We have the right to remove at our sole discretion any content that we find in our judgment does not comply with these Terms along with any content that we find to be otherwise offensive, harmful, objectionable, inaccurate or in violation of any third-party copyrights or trademarks. We are not responsible for any delay or failure in relation to the removal of such content. If you post content that we choose to remove, you hereby consent to such removal, and you also consent to waiving any claim against us.
- n. We do not assume any liability for any content posted by you or any other third-party users of our website. However, any content posted by you using any open communication tools on our website, provided that it does not violate or infringe on any third-party copyrights or trademarks, becomes the property of ViddoPro, and as such this gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute it as we see fit. This only refers and applies to content posted via open communication tools as described and does not apply to information that is provided as part of the registration process necessary in order to use our Resources. All information provided as part of our registration process is covered by our Privacy Notice.

SECTION 7. INDEMNIFICATION

7.1 To the extent permitted by Applicable Law, You shall indemnify, defend, and hold the Website Owner and/or its parent company and subsidiaries, Affiliates, directors, officers, managers, employees, donors, resellers, agents, successors, licensees, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, costs, proceedings, expenses, and/or liabilities (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) resulting from any violation of these Terms or the failure to fulfil any obligations relating to your account incurred by you or any other person using your account or filed/incurred by any third party

against the Website Owner arising out of a breach of any warranty, representation, or obligation hereunder. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you must provide us with such cooperation as is reasonably requested by us.

7.2 You shall not have any claim of any nature whatsoever against the Website Owner for any failure by the Website Owner to carry out any of its obligations under these Terms as a result of causes beyond its control, including but not limited to any strike, lockout, shortage of labor or materials, delays in transport, hacker attacks on the Website or any resources which have any relation to Us, any economic instability or events generally deemed force majeure.

SECTION 8. LIMITATION OF LIABILITY

8.1 Viddopro will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damage which may be incurred by you as a result of using our resources or as a result of any changes, data loss or corruption, cancellation, loss of access or downtime to the full extent that applicable limitation of liability laws allow. You hereby expressly agree that, to the maximum extent permitted by the Applicable Law, neither the Website Owner nor its Affiliates shall be liable to You, regardless of the basis or theory upon which the liability is claimed, for any damage or loss, including loss of business, revenue, or profits, or loss of or damage to data, equipment, or software (direct, indirect, punitive, actual, consequential, incidental, special, exemplary or otherwise) resulting from:

- the use of, inability to use, or availability or unavailability of the Website or the material, information, software, facilities, services or content on the Website;
- Your purchase of the vouchers or Your use of them; and
- the Website being infected with any malicious code or viruses.

8.2 You understand and agree that it is Your obligation to ensure compliance with any legislation relevant to Your country of domicile concerning Your use of the Website.

8.3 The Website owner does not warrant or represent that any information on the Website is accurate or reliable or that the Website will be free of errors or viruses, that defects will be corrected, or that the service or the server that makes it available is free of viruses or other harmful components.

8.4 If Applicable Law or the law of Your country of residence does not permit all or any part of the above limitation of liability or exclusion of warranties or disclaimer of implied terms in contracts to apply to You, the limitations, exclusions and disclaimers will apply to You only to the extent permitted by Applicable Law.

8.5 There are risks associated with using the Website, including, but not limited to, the failure of hardware, software and Internet connections. The Website Owner is not responsible for the

proper and/or complete transmission of the information contained in any electronic communication or of the electronic communication itself, nor for any disruption, distortion or delay in its delivery or receipt, however so caused.

8.6 In conjunction with the disclaimer of warrant, you expressly understand and agree that any claim against us will be limited to the amount you have paid in the previous 12 months, if any, for use of products and/or services.

SECTION 9. INTELLECTUAL PROPERTY RIGHTS

9.1 All content and materials available at ViddoPro.com defined as the Resources, including but not limited to text, graphics, website name, code, images, any trademarks, logos, skins, artworks, and any derivatives thereto and other objects of intellectual property (either registered or unregistered), represented on the Website, belong to their respective owners or its third party licensors (as applicable) and are protected by applicable intellectual property law and there are no implied licenses to use them, unless otherwise stipulated by the respective owners. The mentioned objects may not be copied or imitated in whole or in part, without the permission of the applicable owner. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by the Website Owner. Thus the Website Owner accepts no responsibility or liability whatsoever with regard to the information (including images, logos, skins, trademarks, slogans, etc.) about its activities or about third parties activities published on this Website. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited unless specifically authorized by ViddoPro (or the applicable third party licensor) in writing.

9.2 The VIDDO logo and any VIDDO product or service names, logos or slogans that may appear on the Website or service are trademarks of the Website Owner or Our affiliates and may not be copied, imitated or used, in whole or in part, without Our prior written permission.

You may not use any metatags or other “hidden text” utilizing “VIDDO” or any other name, trademark or product or service name of Us or Our affiliates without Our prior written permission. In addition, the look and feel of the Website and its content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of the Website Owner and may not be copied, imitated or used, in whole or in part, without Our prior written permission.

9.3 Confidentiality of ViddoPro Software and Documentation

If you receive Confidential Information of ViddoPro or its affiliates you will, during the Term of this Agreement and for two (2) years after termination or expiry, keep the information confidential and protect it using the same level of care and discretion that you use with respect to your own confidential information, which will be in no case less than reasonable care and discretion. You

will not use the Confidential Information for your own purposes (other than implementation of this Agreement) or disclose it to any person other than your employees or Authorized Users who have a need to know it and you will remain responsible for the confidentiality of the information. You will not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under this Agreement. “Confidential Information” means information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, software, and underlying technical or business information (including any user guides), which relates to ViddoPro that is disclosed or provided to you in connection with this Agreement; provided, however, that Confidential Information does not include information that (i) is or becomes a part of the public domain through no act or omission of you; (ii) was in your lawful possession prior to the disclosure and had not been obtained by the you either directly or indirectly from ViddoPro; (iii) is lawfully disclosed you by a third party without restriction on disclosure; or (iv) is independently developed by you. When this Agreement terminates or expires, you will destroy any Confidential Information of ViddoPro or continue to keep it confidential.

11.2. These Terms do not grant you any ownership interest in or to our Resources but only a limited right of use that is revocable in accordance with these Terms or the Agreement. ViddoPro does not grant any license or other right to use any of our trademarks, service marks, copyrightable material or other intellectual property except as expressly provided in these Terms.

11.3. In addition, you agree to refrain from any act which in any way compromises our Resources, including but not limited to: (i) reverse engineering (except to the limited extent that applicable law prohibits reverse engineering restrictions), reverse compiling, decrypting, disassembling or otherwise attempting to derive the source code of the Resource; (ii) modifying, translating or creating derivative works of the Resources; (iii) sublicensing, reselling, renting, leasing, distributing, marketing, commercializing or otherwise transferring rights or usage to the Resources; or (iv) embedding the Resources in any third-party applications unless explicitly permitted.

11.4. Upon request from ViddoPro, you must be able and ready to confirm at any given time that you adhere to the provisions of this clause. If you fail to deliver such confirmation within 15 working days from receiving the request, this may be considered, at ViddoPro’s sole discretion, a material breach of these Terms.

SECTION 10. MISCELLANEOUS

10.1 Termination and Suspension. Notwithstanding anything contained herein, the Website Owner reserves the right, without notice and in its sole discretion, to terminate these Terms, suspend Your right to access the Website, and delete or deactivate Your Account and all related information and files in such Account without liability to You, including (but not limited to) in case of Your breach of these Terms or if the Website Owner believes You have committed fraud, negligence or other misconduct, you failed to pay the applicable fees, or become insolvent. You

may terminate these Terms, delete your registration without notice by discontinuing use of the Website. All rights granted to You under these Terms will immediately be revoked upon the Website Owner's termination of these Terms or suspension of Your access to the Website. In the event of any Force Majeure Event (as defined in "Miscellaneous" Section), breach of this Agreement, or any other event that would make the provision of services commercially unreasonable, the Website Owner may, in its discretion and without liability to You, with or without prior notice, suspend Your access to all or a portion of its services or the Website. Termination does not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of termination. You can delete your registration by clicking "Delete account" under the "Your Profile" menu on our Website or contacting support@viddo.com. Your data (including account information, invoices and collected user consents) may be permanently deleted without further warning or any option to restore.

10.2 Assignment. The Website Owner may, at its sole discretion, assign any of its rights and/or delegate its duties (including, but not limited any and all intellectual property rights for all the intellectual property rights objects created during or referring to Website) to any third party at any time. You may not assign Your rights or delegate Your duties as Website User without the previous written consent of the Website Owner.

10.3 Communication and Notices. Any communication concerning these Terms execution and/or violation should be conducted only via Your email and through the Website Owner's contact form on the Website. Your official email for communication shall be deemed the email specified by You during the Account registration process. The one and only language of the communication shall be English. The Website Owner may provide any notice to You under this Agreement by:

(i) posting a notice on the Website; or

(ii) sending an email to the email address then associated with Your account. Notices the Website Owner provides by posting on the Website will be effective upon posting and notices Website Owner provides by email will be effective when such email is sent. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when Website Owner sends such email, whether or not You actually receive or read the email.

10.4 Further Assistance. You shall cooperate with and assist the Website Owner in connection with any investigation, examination or enquiry by any government entity. You shall promptly provide the Website Owner with any documents, certification, record or other information it may request in connection with such investigation, examination or enquiry. If you have any questions or comments about these Terms of Service as outlined above, you can contact us via the lifechat or support@viddo.com. If we need to send any notices to you, we may send them to the e-mail address you provided at sign-up.

10.5 Force Majeure Events. Website Owner shall not be liable for any loss or damage arising from any event beyond its reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond its reasonable control (each, a “Force Majeure Event”).

10.6 Applicable Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Malta. To resolve any dispute, controversy or claim between them arising out of or relating to this Agreement, or the breach thereof, the Parties agree first to negotiate in good faith for a period of not less than sixty (60) days following written notification of such controversy or claim to the other Party. If the negotiations do not resolve the dispute, controversy or claim to the reasonable satisfaction of all Parties during such period, then the Parties irrevocably and unconditionally submit the respective claim to the binding arbitration with the Rules of Arbitration of International Chamber of Commerce. The claim is to be reviewed by one or more arbitrators appointed in accordance with the said rules. Except for any disputes, claims, suits, actions, causes of action, demands or proceedings in which either Party seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, You and the Website Owner

(a) waive Your and Website Owner’s respective rights to have any and all disputes arising from or related to these Terms resolved in a court, and

(b) waive Your and Website Owner’s respective rights to a jury trial. The substantive law shall be the Applicable Law (including all other operating rules, policies, and procedures that may be issued by the Website Owner and published from time to time on the Website), without regard to conflict of law rules or principles. The language of the arbitration shall be English.

10.7 Data protection

Your privacy is very important to us, and this is why we have created a separate Privacy Notice in order to explain in detail how we collect, manage, process, secure and store your private information. Our Privacy Notice is included under the scope of these Terms. To read our Privacy Notice in its entirety, please visit [ViddoPro.com](https://viddopro.com).

ViddoPro takes appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, misuse or illegal processing. If any data originates from the European Economic Area (“EEA”) under this Agreement, we will not transfer the data outside of the EEA unless we have taken such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. For this purpose, you acknowledge that we shall provide adequate protection for such data by virtue of our or our affiliate having self-certified compliance with the EU-U.S. and Swiss-US Privacy Shield

Frameworks. You may not access the ViddoPro from a country with data localization laws that would require your environment to be hosted in said country.

10.8 ViddoPro may assign this agreement to an affiliate of ViddoPro.

10.9 This Terms, together with any sign-up form, agreement, policy, documentation or guideline referenced in these Terms, constitutes the entire agreement and understanding between you and us with respect to the subject matter of this Agreement and the ViddoPro Service, superseding all prior or contemporaneous proposals, communications and understandings, oral or written relating to that subject matter. Any waiver of any provision of this Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by one party of a breach of any provision of this Agreement by the other party will not operate as a waiver of any other or subsequent breach by such breaching party. This Agreement does not confer any right or benefit on any person who is not a party to it and no one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of the terms of this Agreement. Nothing in this Agreement is intended to create a joint venture, partnership, agency or employment relationship between the parties. ViddoPro is a trademark of VIDDO Ltd. which is the party in interest herein.

SECTION 11 DISCLAIMER OF WARRANTY

11.1. By using our Website or services, you understand and agree that all resources we provide are “as is” and “as available”. this means that we do not represent or warrant to you that:

- a. the use of our resources will meet your needs or requirements;
- b. the use of our resources will be uninterrupted, timely, secure or free from errors;
- c. the information obtained by using our resources will be accurate or reliable; nor that
- d. any defects in the operation or functionality of any resources we provide will be repaired or corrected.

11.2. furthermore, you understand and agree that:

- a. any content downloaded or otherwise obtained through the use of our resources is downloaded or obtained at your own discretion and risk; that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content; and that
- b. no information or advice, whether expressed, implied, oral or written, obtained by you from viddopro or through any resources we provide will create any warranty, guarantee or conditions of any kind, except for those expressly outlined in these terms.

11.3. unless otherwise expressed, viddopro expressly disclaims all warranties, guarantee and conditions of any kind, whether express or implied, including but not limited to any implied warranties, guarantee and conditions of merchantability, fitness for a particular purpose and non-infringement.