

## WIDEO

### Terms and Conditions

Effective as of September 7, 2016

These Terms and Conditions (hereinafter, the "Terms and Conditions") describe the terms under which Wideo, Inc. ("Wideo") offers you (hereinafter, "You" or the "User") its services through the site [www.wideo.co](http://www.wideo.co) (hereinafter, the "Site"). By using or accessing the Site, or any application, product, software, or service provided through the Site (all of them, collectively with the Site, referred as the "Platform"), you agree to: 1) these Terms and Conditions and (2) the Privacy Policies of Wideo. If you do not agree to them, you should not access the Site or use the Platform.

#### **1. UPDATES**

Wideo reserves the right in its sole discretion to, change, modify, add, or remove portions of these Terms and Conditions and/or its Privacy Policies at any time. Such changes will take effect immediately after its publication in the Site or from that Wideo notifies you of the same. While Wideo intends to notify its Users of changes in the Terms and Conditions and Privacy Policies, You should periodically review the Site to access the most recent version of the same. If after the publication of the changes you continue using the Platform, such use imply your acceptance of the changes.

#### **2. USE OF THE PLATFORM**

**2.1.** The Platform allows You to create personalized animated presentations, which allow embedding, publishing and broadcasting of images, text audiovisual and interactive content (hereinafter, the "Video" / "Videos").

**2.2.** Certain features of the Platform require creating a user account by the means allowed thereof. You are solely responsible for maintaining the security of your user account, including your password, and all activity conducted with your account. You agree to notify Wideo immediately of any unauthorized use of your user account or password, or any other breach of security.

**2.3. Age.** In accordance with U.S. Federal Children's Online Privacy Protection Act of 1998 (COPPA), Wideo will never knowingly solicit, nor will it accept, personally identifiable information from users known to be under thirteen (13) years of age. By using the Services you represent that you are 13 years of age or older, and in case you are under the applicable age of majority, you represent that your parents or legal guardian have read and accept these Terms and Conditions.

**2.4. Subscription Plan.** It is understood as "Subscription Plan" or "Plan" the services whose renewal operates automatically once completed the term of each type of Plan. When hiring a Subscription Plan You will have access to the Platform throughout the term of the Plan with the limitations applicable to each type of Plan, such access will be renewed at the end of the term of the Plan, for a period equal to the original.

**2.5. Subscription plans and Prices.** You can check current prices for each type of Subscription Plan in the Pricing section of the Site.

**2.6. Free Trials.** From time to time, Wideo may offer free trials of the Service. Such free trials shall last 5 calendar days and once such period has expired, You shall have to hire a Subscription Plan or you will not be able to use the Services.

### **3. PROHIBITED USES**

3.1. By using the Platform, you agree to comply with these Terms and Conditions and with all local laws regarding Internet conduct and acceptable content, and not to incur in any of the prohibited uses of the Platform (hereinafter "Prohibited Uses"). Prohibited Uses include but are not limited to:

- a) The Use of the Platform to harass, threaten, impersonate or intimidate any third party.
- b) The Use of the Platform to upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable.
- c) Any use of the Platform to upload, post, email, transmit, or otherwise make available any content that is in violation of copyright, trademark or other law protecting intellectual property in any jurisdiction, or that violates any individual's publicity or privacy rights.
- d) Any use of the Platform to upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation. If you upload such content to the Platform, the same will be removed.
- e) The Use of the Platform to (i) transmit any worms or viruses or any code of a destructive nature (this includes showing web links in presentations that lead to third party sites containing any code of a destructive nature); (ii) violate any local laws in your jurisdiction (including but not limited to intellectual property laws).; (iii) any illegal or unauthorized purpose.
- f) The Use of the Platform or any Video produced on or using the Platform to falsely suggest an affiliation, sponsorship, or endorsement on the part of Wideo for the topic and/or creator of the Video.

#### **4. INTELLECTUAL PROPERTY**

**4.1. User Content:** Any content that you upload, post, or otherwise make available or provide to or through the Platform is referred to as "**User Content**", this includes the scripts of the Videos you create.

**4.2. Wideo Content:** All text, graphics, sounds, music, artwork, content, backgrounds, sequences, templates, photographs, trade dress, trademarks and logos and other elements that Wideo makes available within the Platform and the computer code of the Platform, user and visual interfaces, and Your Videos (excluding each of the components of Your Content separately) will be referred collectively as "**Wideo Content**", including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of such content. The Wideo Content is owned, controlled, or licensed by or to Wideo and is protected by copyright, patent, and trademark laws, and other intellectual property rights.

**4.3. Your Videos:** Videos created by you using, in whole or in part, the Platform, may contain User Content together with Wideo Content, and will be referred as "**Your Videos**".

**4.4.** Except for the licenses granted by this Terms and Conditions, (a) You retain all right, title and interest, including all related intellectual property rights, in and to the User Content and (b) Wideo retains all right, title, and interest, including all related intellectual property rights, in and to the Wideo Content, Your Videos (excluding the User Content), and all modifications to and derivative works of any and all of it (collectively, "Derivative Works"). To the extent you may have any rights to Derivative Works, You hereby assign and agree to assign to Wideo all right, title and interest, including all related intellectual property rights, in and to the Derivative Works. To the extent any rights cannot be assigned (such as moral rights), you hereby waive and agree never to assert them. Wideo retains all rights not expressly granted to you under this Terms and Conditions. You do not have any implied rights.

**4.5.** Wideo reserves the right to monitor the User Content and the Your Videos and to remove or disable your User Content and Your Videos that Wideo in good faith determines to be illegal, harmful, offensive, creating liability for Wideo or its service providers, or otherwise in violation of this Terms and Conditions. If a particular piece of Your Videos creates large internet traffic on the Platform, it may also result in access to such Videos being temporarily or permanently disabled. Also, from time to time, internet service failures may preempt access to Videos.

#### **5. PUBLIC AND PRIVATE VIDEOS**

**5.1.** You will have the option to make Your Videos to be public (hereinafter, the "Your Public Videos") or private (hereinafter, the "Your Private Videos"), each with the differences outlined in these Terms and Conditions.

**5.2. Access to and use of Videos by other Users.** "Your Public Videos" can be viewed by other Users of the Platform, may appear in any searches in the database of the Platform and can be

indexed by Internet search engines. In addition, Your Public Videos may be used by other users of the Platform to create content derived therefrom. Your Private Videos will only be visible to those with whom you decide to share.

## **6. LICENSES**

**6.1. The Platform.** Wideo grants you a non-assignable, non-transferable, non-sublicensable and revocable right to access and use the Platform in accordance with these Terms and Conditions, and limitations imposed by your applicable Subscription Plan.

**6.2. Your Public Videos.** With respect to Your Public Videos and the User Content therein, you grant to Wideo (and its successors, assignees, and third party service providers) a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable, and transferable license to use, reproduce, modify, create derivative works from, distribute, publicly display, publicly perform, and otherwise exploit such Videos on and in connection with the administration, sale, promotion, marketing and distribution of the Platform and any services offered or sold on the Site, in any form and by any means currently existing or yet to be devised.

**6.3. Your Private Videos.** With respect to Your Private Videos and the User Content therein, you grant to Wideo (and its successors, assignees, and third party service providers) a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable, and transferable license to use, reproduce, modify, create derivative works from and display such Videos solely for purpose of providing you with our Services.

### **6.4. Subscription Plans and Limitations.**

**6.4.1. Free / Trial:** Wideo may grant you, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable right to access and use the Platform, for Your internal use only, on a free trial basis, not to exceed 5 days. Such trial subscription shall not include any license to distribute Your Videos.

**6.4.2. Pro Plan.** With respect to Your Videos created using the Pro Plan, notwithstanding anything in these Terms and Conditions to the contrary, (i) Wideo grants You a perpetual license to distribute Your Videos via supported social media or any way other than broadcast, cable or satellite television, (ii) You may not distribute Your Videos for revenue or on a revenue generating basis (including, without limitation, by displaying (or having displayed) advertising in conjunction with the Videos or by charging fees in connection with the distribution or viewing of Your Videos) or otherwise exploit your Videos for fees or revenue, or make any commercial use of such Videos.

**6.4.3. Agency Plan.** With respect to the Videos created using the Agency Plan, (i) You may distribute Your Videos via supported social media or any way other than broadcast, cable or satellite television, (ii) You may distribute your Videos for revenue or on a revenue generating basis (including, without limitation, by displaying (or having displayed) advertising in

conjunction with the Videos or by charging fees in connection with the distribution or viewing of your Videos) or otherwise exploit Your Videos for fees or revenue, or any commercial use of such Videos.

**6.5. Additional licensing conditions.** Any license granted to You by Wideo is expressly conditioned on: (i) no Wideo Content may be used in a manner that creates confusion among consumers or that suggests that you (or your website) are sponsored or endorsed by Wideo, or affiliated with Wideo; (ii) any use of the name or logo of Wideo must be done without alterations and as contained in the Site; (iii) the use of the Wideo Content on web sites outside of the Platform will be limited to those permitted in these Terms and Conditions, outside of these uses, it will be understood that you do not have any kind of authorization; (iv) any such use may in no way disparage Wideo, any user of the Platform, or any third party; and You agree to make no other uses of the Wideo Content outside of the expressly permitted in these Terms and Conditions. Any license on the Wideo Content not expressly granted in these Terms and Conditions shall be deemed not granted and such content may not be used in any manner without the express prior written consent of Wideo. If you believe that Wideo, or any user of the Services, has violated a copyright in your work, contact us pursuant to the U.S. Digital Millennium Copyright Act ("DMCA") at [DMCA@wideo.co](mailto:DMCA@wideo.co).

## **7. REPRESENTATIONS AND WARRANTIES**

**7.1.** By uploading and/or creating User Content on or through the Platform, you represent and warrant that, with respect to all User Content that you upload, create, transmit, publish and disseminate through the Platform, (a) you have all the rights and licenses necessary to use, reproduce, publish, display publicly, perform publicly, distribute or otherwise exploit such User Content in connection with the Platform (and to grant Wideo the licenses set forth in these Terms and Conditions (b) the User Content will not infringe or otherwise violate the copyright, trademark or other intellectual property rights of any third party; and (c) you have the consent, release, and/or permission of each identifiable person depicted in your User Content to upload, transmit, publish and/or disseminate their name and/or likeness through the Platform and to grant Wideo the licenses set forth in these Terms and Conditions.

## **8. PAYMENTS**

**8.1. Payment.** You agree to pay the current price corresponding to the Service you hire, which will be automatically charged to your payment method or account, and this is, in case of Subscription Plans, the beginning of the subscription period. Payments made for a Service cannot be credited to other Services (for example, the payment made for a download may not be applied as part of payment of a one-year Subscription Plan). All currency references are in U.S. dollars.

**8.2. Subscription renewal.** All Subscription Plans are automatically renewed at the end of each subscription period. This means that except you cancel your subscription, it will be automatically renewed and you authorize us to charge (without notice) the current price for

your Subscription Plan at the time of renewal, together with all applicable taxes, through the payment method you have provided. You hereby agree to pay the Current Price for the Subscription Plan at the moment the renewal occurs. If you decide to cancel your subscription, we may contact you to offer you the opportunity to renew or reactivate your subscription before the end of the subscription period at the then current price or other price that we may determine. If you do not exercise the option to reactivate your subscription, the provisions in clause 8 (and related) of these Terms and Conditions shall apply at the end of the subscription period.

**8.3. Fraud Protections.** To protect against potential fraud, Wideo may take steps to verify the validity of the credit card information you provide to us. The verification process may include debiting an amount between \$0.01 and \$0.99 from your credit card account and then immediately crediting the same amount back to your credit card, as well as asking you to verify the amount debited in order to confirm that you are in possession of your credit card. Wideo will only use this process to screen for fraud and will not otherwise debit your credit card account except as part of a transaction conducted through your account for payment of Services in accordance to these Terms and Conditions. By providing Wideo with your credit card information, you authorize Wideo to debit and credit your credit card account for an amount less than one dollar for such verification purposes.

**8.4. Inability to process your payment.** If we were unable to process your payment for any reason: (a) if you are acquiring a Subscription Plan for the first time, the Service shall not be considered purchased until the payment is credited; (b) if you have an in force Subscription Plan and the inability to process your payment continues until the expiration of the applicable subscription period, your Account shall be suspended. In case of a cancellation made by Wideo pursuant to this clause 7.4.(b), the same considerations shall be applied to the User Content as for the cancellation of subscriptions made by the User. In addition, Wideo reserves the right to cancel the account of any user who attempts to fraudulently obtain any promotional price for the Services.

## **9. CANCELLATION AND UNSUBSCRIPTION**

**9.1.** You can cancel your Subscription Plan at any time by clicking the "unsubscribe" option located at the bottom of the billing page in your profile settings. You will retain access to the Service until the end of the payment period, at which point the plan will not renew.

**9.2.** You should bear in mind that the cancellation of your subscription does not imply any type of reimbursement, regardless of the time within the subscription term in which you make the cancellation.

**9.3.** You can also completely delete your User Account. In this case, Wideo will delete your account and all Videos that you have stored on it. To delete your account you should go to your profile page and select the option "delete account" which can be found at the end of the page.

**9.4.** If you delete your account or decide to let your subscription expire you will be unable to access our platform. Also the Videos that you've embedded on other websites will no longer be visible since they rely on the Wideo player.

**9.5.** All of the information saved to your account (user profile, Videos, uploaded images, etc.) will be deleted permanently 30 days after the expiration of your subscription. During that time period you can choose to reactivate your account, but after the 30 day deadline we will no longer be able to recover your information.

## **10. THIRD-PARTY WEBSITES**

**10.1.** The Site can contain links to third-party websites (the "Linked Sites"). Wideo does not control, is not responsible for and does not necessarily endorse the content or practices of such Linked Sites, including any information or materials contained on them. Your use of these Linked Sites is under your own risk.

## **11. TERMINATION**

**11.1.** You agree that Wideo may, at its sole discretion and without prior notice, terminate your access to the Platform and/or block your future access to the Platform if it is determined that you have violated these Terms and Conditions or other terms or guidelines which may be associated with your use of the Platform. Please note that it is Wideo's policy to terminate the account of users who violate the copyrights of third parties. If Wideo does take any legal action against you as a result of your violation of these Terms and Conditions, Wideo will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Wideo. You agree that Wideo will not be liable to you or to any third party for termination of your access to the Platform or the cancellation of your account as a result of any violation of these Terms and Conditions.

## **12. DISCLAIMER OF WARRANTIES**

**12.1.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WIDEO AND ITS SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS AND LICENSORS (THE "WIDEO AFFILIATES") EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WIDEO AND THE WIDEO AFFILIATES MAKE NO WARRANTY THAT (a) THE PLATFORM WILL MEET YOUR REQUIREMENTS; (b) THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) USER CONTENT WILL BE HOSTED

AND/OR TRANSMITTED WITHOUT INTERRUPTION OR CESSATION; (d) ANY PRODUCTS, SITES, INFORMATION, OR OTHER MATERIAL, WHETHER IN TANGIBLE OR INTANGIBLE FORM, PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS OR ANY STANDARD OF QUALITY; AND (e) ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE PLATFORM OR RELATED SOFTWARE WILL BE CORRECTED. ANY MATERIAL, INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULT FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE, REPRESENTATION OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WIDEO, THE WIDEO AFFILIATES, OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

### **13. LIMITATION OF LIABILITY**

**13.1.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WIDEO AND THE WIDEO AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFITS, GOODWILL, OR BUSINESS REPUTATION; ANY LOSS OF DATA; ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR ANY OTHER INTANGIBLE LOSSES. THIS ALSO INCLUDES ANY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU AS A RESULT OF (a) ANY CHANGES THAT WIDEO MAY MAKE TO THE PLATFORM; (b) ANY PERMANENT OR TEMPORARY INTERRUPTION OF THE ACCESS OR OPERATION OF THE PLATFORM; (c) THE DELETION OR CORRUPTION OF OR FAILURE TO STORE ANY CONTENT OR OTHER PROPERTY MAINTAINED THROUGH THE PLATFORM; OR (d) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ABOVE SHALL APPLY IRRESPECTIVE OF THE THEORY OF LIABILITY, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF WE (OR OUR AFFILIATES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT WIDEO AND THE WIDEO AFFILIATES SHALL NOT BE LIABLE FOR USER 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. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, WIDEO AND/OR THE WIDEO AFFILIATES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **14. ABUSE**



**14.1.** Wideo has not reviewed the Videos featured on the Platform's database to determine whether they are suitable or appropriate for your intended audience. Before using any of the Videos featured on the Platform, please PREVIEW THEM CAREFULLY to ensure that the materials are appropriate for your audience, and for any use you intend to make. Wideo is not responsible for the content of any Videos on the Platform. If you find any content on the Platform that you believe is objectionable, or that violates These Terms and Conditions, please notify us at [abuse@wideo.co](mailto:abuse@wideo.co).

## **15. INDEMNIFICATION**

**15.1.** You agree to indemnify, defend, and hold Wideo harmless for any and all claims, damages, costs, fines and expenses that Wideo may incur due to any claim arising out of your breach of these Terms and Conditions. Wideo reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **16. ASSIGNMENT**

**16.1.** Wideo may assign or delegate all rights and obligations under these Terms and Conditions, fully or partially.

## **17. ENTIRE AGREEMENT**

**17.1.** These Terms and Conditions replace all prior or contemporaneous communications and proposals (oral, written or electronic) between you and Wideo. You may also be subject to additional terms and conditions that may apply when you use or purchase other products or services from Wideo.

**17.2.** If any of the clauses of these Terms and Conditions proves to be invalid, the invalidity shall be limited to the minimum extent necessary so that the remaining clauses of the Terms and Conditions remain enforceable.

## **18. NO WAIVER**

**18.1.** In the case that Wideo does not exercise or enforce any right or power granted by these Terms and Conditions, or other that might arise from the applicable legislation, it would not imply the waive by Wideo to the exercise of such rights and/or powers.

## **19. GOVERNING LAW AND JURISDICTION**

**19.1.** You agree that all matters relating to your access and use of the Platform, including all disputes which may arise in relation to this, shall be governed by the laws of the United States of America and by the laws of the State of California, without regard to the rules on conflict of laws of such legal orders.

**19.2.** You agree that any dispute arising from or related to these Terms and Conditions will be settled in the State and Federal Courts within the county of San Francisco, California, waiving any objection to such jurisdiction.

**19.3.** You agree that, without prejudice to any law or regulation to the contrary, any claim in relation to these Terms and Conditions must be filed within one (1) year of the cause of action that it may originate. Otherwise, the claimant will lose the right to make the claim in the future.

## **20. NOTICES**

**20.1. Notices to you.** Wideo may send you notices, including those relating to changes in these Terms and Conditions, by email, postal mail, or postings on the site.

**20.2. Notices to Wideo.** If you have any questions or comments about the Service and / or the Terms and Conditions, you may contact to Wideo (Wideo, Inc) at: 444 Castro St, Mountain View, CA 94041, suite 1200 #1200. If you have questions or concerns regarding these Terms and Conditions, please contact us by writing to us at [info@wideo.co](mailto:info@wideo.co), or via our postal address.