

Terms of Use and User Agreement

Please read these Terms of Use and User Agreement carefully before using the Service (as defined below). These Terms of Use, and User Agreement as they may be subsequently amended (the "**Terms**") set forth the terms and conditions governing your use of the Vid website located at vid.camera (the "**Site**"), our mobile application (the "**Vid App**") and any related services, aspects, functions, software platforms and derivatives of the Vid service (collectively, the "**Service**"). We'll refer to you here as "You" and "Your." We will refer to **YZ VID Limited**, as "Vid", "we," the "Company," "us" or "our". This is a legally binding agreement between Vid and You.

PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING FOR, ACCESSING, AND/OR USING THE SERVICE. BY REGISTERING FOR, ACCESSING, AND/OR USING THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS, AND ALL OTHER TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE IN THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT USE THE SERVICE.

By accepting these terms, you are agreeing all disputes related to the service will be resolved by binding arbitration and you hereby waive all rights to pursue in a court of law any action or proceeding instituted in connection with the service or these terms of use.

- **Use of the Service for any purpose that is unlawful or prohibited by these Terms is prohibited.**
- By accepting these Terms, You also confirm that You are (A) 13 years of age or older, (B) one of (i) 18 years of age or older, (ii) an emancipated minor, or (iii) possess legal parental or guardian consent, (C) fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms, and (D) fully able and competent to abide by and comply with the Terms. The Service is not intended for anyone under the age of 13. In addition, if You reside in a country where local laws require parental consent for minors older than 13 to use online services, then You may only use the Service if you have reached this minimum age, in accordance with applicable local laws.

By using the Service, You acknowledge and agree that You are subject to the Terms, including our Privacy Policy, which is incorporated by and made a part of the Terms.

If You do not accept the Terms, You may not use the Service.

Vid may change or modify any of the terms and conditions contained in these Terms, or any policy or guideline of the Service, at any time and in its sole discretion. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Service, and your continued use of the Service after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of the Service. The Terms will always show the 'last updated'

date at the bottom. If you do not agree to any amended Terms, you must immediately **stop** using the Service. If you have any questions about the Terms, please email us at the contact address below.

1. WELCOME

- 1.1. Welcome to the Service. It was created by Vid as a platform for video journaling, personal communication and entertainment.
- 1.2. As You probably know by now, the Service is a content-sharing and social media entertainment platform. Subject to the Terms (as they might be amended) and any other applicable agreements between You and Vid, the Service allows You to broadcast Your User Content (as defined below) for viewing by a public online audience including followers and fans and to view the User Content of other users of the Service. The Service offers other functions as well that are described in the Terms and in notices and publications from Vid. Vid reserves the right in its sole discretion, to change, modify, add, or delete features and functions of the Service at any time.
- 1.3. We take responsibility for what we have created, and You agree to take responsibility for Your use of our Service whether as a creator of User Content (defined below) or as a viewer. While You have fun using the Service, we require that You treat others with respect, do not use the Service for anything that would be deemed illegal or obscene.
- 1.4. Use of Vid by Minors: Vid is not intended to persons under the age of 13. If you are between the ages of 13 and 18 (or between 13 and the age of legal majority in your jurisdiction of residence), you may only use Vid under the supervision of a parent or legal guardian who agrees to be bound by these Terms. By downloading, installing, or otherwise using Vid, you represent that you are at least 13 years of age, that your parent or legal guardian agrees to be bound by these Terms if you are between 13 and the age of legal majority in your jurisdiction or residence, and that you have not been previously removed from or prohibited from receiving Vid Services.

2. REGISTRATION

- 2.1. In order to access the Service, You will have to create a Vid account by including the following: First Name and Last Name, email address, user name and Date of Birth or may you sign in using your Google Account. You may alter Your Vid Account information by logging into the Service and accessing Your settings.
- 2.2. You agree not to share Your Vid Account password or let others have access to Your Vid Account and You will not attempt to transfer Your Vid Account to anyone else. You are responsible for the activity that happens on or through Your Vid Account, so we urge You to keep Your Vid Account password secure and to always log-off when leaving Your computer or mobile device unattended. Although Vid will not be liable for losses caused by any unauthorized use of Your Vid Account, You may be liable for the losses of Vid or others due to unauthorized use. You must notify us immediately of unauthorized use of

Your Vid Account or of any related security breach by contacting us at support@vid.camera. If for any reason You want to limit Your children's access to the Service, there are a number of commercially available parental control protections.

3. OWNERSHIP OF THE SERVICE

- 3.1 All elements of the Service, including underlying platforms, software, look and feel, and other components ("**Service Components**"), to the full extent protectable by law, are either proprietary to Vid or proprietary to our licensors. "Vid", "Vid Camera", "Vid- For the Memeories" and other trademarks, slogans, service marks, and trade names (collectively, "**Trademarks**"), which are used to identify the Service and/or the source of the Service, are proprietary to Vid. You shall not remove or alter any copyright notice, Trademark or other proprietary or restrictive notice or legend affixed to any material provided as part of the Service or otherwise provided by Vid. Except as expressly set forth in the Terms, no license, assignment, or other grant of rights in any Service Components, Trademarks, copyrights, or any other intellectual property is granted to You and no such grant will result from Your accessing or using the Service. All rights in the Service not granted under the Terms are reserved by Vid.
- 3.2 The Service may contain links to third party services that are not owned or controlled by Vid. Vid has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party services. In addition, Vid will not and cannot censor or edit the content of any third party service. You expressly release Vid from any and all liability both known and unknown arising from Your use of any third party service.

4. PRIVACY

- 4.1 Your privacy is very important to us. Use of the Service is governed by Vid's Privacy Policy, which can be accessed at the following URL: vid.camera/privacy. The Vid Privacy Policy is hereby incorporated by reference into these Terms.
- 4.2 Any information that you provide to Vid is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Service, you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United Kingdom for storage, processing and use by Vid. As part of providing you the Service, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service, which you may not be able to opt-out from receiving.

5. ACCESS

- 5.1 Subject to these Terms, Vid shall provide you with access to: (i) download the mobile application via the Internet and (ii) use the Service offered to create, edit, and share video content that has been created and/or posted by you and/or other users of the Service. You acknowledge that the access rights granted to you in these Terms are subject to the following restrictions: (i) you shall not modify, make derivative works of, disassemble,

reverse compile or reverse engineer any part of the Service; and (ii) you shall not access the Service in order to build a similar or competitive website, product, or service.

- 5.2 You acknowledge that the Service is licensed, not sold to you, and that you may use the Service only as set forth in these Terms. You acknowledge that the Service is for your own use only. You may not resell, lease, or provide the Vid Service in any other way to anyone else.

6. USER GENERATED CONTENT

- 6.1 By using the Service, you understand and agree that Vid is providing a content-sharing platform for you to create and post Content. The term "**Content**" refers to any information, data, communication, video, text, graphics, photos (including but not limited to "Archives" and "Moments"), sounds, music, audiovisual works, chat feed comments, gifting and/or other contributions appearing on the Service that users of the Service may broadcast, upload, or otherwise submit (collectively, "**Submit**") to the Service, or view or access on the Service. This means that other users may search for, see, use, or share any of your Content that you make publicly available through the Service, consistent with these Terms and our Privacy Policy. As such, you should have no expectation of confidentiality in videos or other material if you have selected to keep the videos you created public. This includes not only the content that you post and data provided with such content, such as when it was posted, but also the users you follow, your comments and hashtags, the videos that you like, and other public interactions on the Service. Your public information is widely and instantly disseminated. Furthermore, You are aware that Vid does not guarantee the security of any information You disclose via the Service and any submission of Content by You to the Service is made at Your own risk.
- 6.2 All right, title and interest in Content Submitted by You to the Service, to the extent it does not belong to third parties, will remain with You, subject to the licenses You make hereunder. Vid does not and will not claim any ownership over such Content. Notwithstanding the foregoing, You hereby waive any moral rights that You may have in Your Content in favor of Vid and anyone acting with the authorization of Vid.
- 6.3 Vid assumes no responsibility for Content Submitted by You or any other users of the Service. You shall be solely liable for Content or User Content that You Submit to the Service, including without limitation for any consequences of publishing the Content and User Content through the Service. Your potential liability applies, for example, to any Content or User Content that You make public, even if you are not the creator of that Content.
- 6.4 You hereby affirm, represent and warrant that You will own or obtain all necessary licenses, rights, consents, and permissions to enable Vid to publish and otherwise utilize as authorized in the Terms, the Content You Submit to the Service.
- 6.5 All of the provisions in this Section 6 shall apply with equal force if You Submit Content that includes advertorials, native advertising, or sponsorship ("**Sponsored Content**"). Without limitation, all of Your representations, warranties, indemnification obligations,

and other obligations under the Terms will apply equally to Sponsored Content as they would to any other Content You Submit. You are solely responsible for ensuring that Your Sponsored Content complies with all applicable federal, state and local laws, rules and regulations, including without limitation the Federal Trade Commission's Guides Concerning Endorsements and Testimonials ("**FTC Guidelines**"), including all required disclosures and disclaimers.

- 6.6 As with other Content, Vid assumes no liability for Sponsored Content Submitted by You or any other users of the Service, or for any product or service offered by or through Sponsored Content ("**Sponsored Products and Services**"). You shall be solely liable for Sponsored Content that You Submit to the Service and all elements of it, including without limitation for Sponsored Products and Services and for any other consequences of transmission of Sponsored Content through the Service.
- 6.7 In addition to all other termination provisions set forth in the Terms, Vid reserves the right to terminate immediately Your access to the Service if You fail to make disclosures in any Sponsored Content You Submit in accordance with the FTC Guidelines or as otherwise required by applicable law. Further, in the event that Sponsored Content Submitted by You includes material or promotes products or services which, in Vid's sole opinion, might insult or offend users of the Service or which might tend to injure the success of the Service or the good name of Vid, or if Your Sponsored Content does not comply with the Acceptable Use Policy set forth in Section 6 below, or, as determined in Vid's sole opinion, conflicts with or does not align with Vid's business, community, ethical or other goals, then Vid shall have the right (a) to require that You cease submission of the Sponsored Content and/or (b) immediately terminate Your access to the Service.
- 6.8 By Submitting Content to the Service, You are granting Vid and its agents and designees a **perpetual** worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform such Content in connection with the Service and with the businesses of Vid and those of its successors, licensees, and affiliates, including without limitation for the purpose of promoting and advertising the Service and redistributing part or all of the Service (and works derived therefrom) in any and all media formats and through any and all media channels now known or later developed.
- 6.9 Without limitation, the foregoing license includes the right of Vid to grant each user of the Service a non-exclusive license to access Your Content through the Service, and to use, view, reproduce, distribute, display, perform, edit, modify and comment upon such Content as permitted through the functionality of the Service, subject to the Terms. Such functionality currently includes the ability of users to capture segments from broadcasts of Content and to make such segments available on users' own Vid Account at the Service, and to use, reproduce, distribute, display, perform, edit, modify and comment upon such segments via any and all channels of social media. (Vid shall have the right but not the obligation to remove such segments from users' account pages at the Service.)

- 6.10 Nothing herein, however, shall be construed to permit use of such Content by users of the Service for endorsements of any product or service (other than the Service), or for any other commercial purpose, not authorized by You.
- 6.11 In connection with the exercise of each of the foregoing rights licensed by You, You consent to use of Your name, image, likeness, photograph, performance, voice, biographical details, Facebook ID, Twitter handle, Google+ ID, Instagram ID, profile pictures, and any other attributes of Your persona in any and all media now known or hereafter developed, including but not limited to the Internet (such as on the Site and on third party social media websites) and mobile applications, worldwide, in perpetuity; all without payment, compensation or further notification to or permission from You, except where prohibited by law.
- 6.12 By uploading Content consisting of audio media (the “**Tracks**”) you warrant and represent that:
- (a) you have all rights necessary to grant all rights granted hereunder, including but not limited to the consent of all writers, performers, producers and artists, as well as any other performers and vocalists performing on the Tracks for the intended use hereunder;
 - (b) you shall not be responsible for any payment hereunder, including, without limitation, to any writer or artist, union, guild, performing rights organization, or any performer or vocalist whose performance is contained on a Track, in connection with any use of the Tracks as authorized hereunder;
 - (c) that each of the compositions and master recordings embodied in the Tracks is an original work;
 - (d) that all “samples,” if any, utilized in a master recording have been cleared for the uses licensed hereunder;
 - (e) that you own or have rights to one hundred percent (100%) of the copyright, including renewals, in and to the composition and master recordings throughout the world;
 - (f) the exercise by Licensee (and the users) of the rights granted hereunder does not and will not infringe or violate the copyright or any other rights of a third party, including, without limitation, the right of any writer or artist, or any performer or vocalist whose performance is contained on a master recording, or any third-party publisher or record label, or the rights of privacy or publicity of any of the foregoing; and
 - (g) if you are affiliated with a performing rights organization (a “PRO”), Licensor has complied with all obligations in Licensor’s agreement with such PRO relating to the license granted herein (including any notification requirements, if applicable).

- 6.13 Any unauthorized use of copyright protected material within Your Content (including by way of reproduction, distribution, modification, adaptation, public display, public performance, preparation of derivative works, making available or otherwise communicating to the public via the platform) may constitute an infringement of third party rights and is strictly prohibited. Any such infringements will result in removal of Your Content and may result in termination of your access to the Service.
- 6.14 By uploading or posting Content containing Tracks to the Vid Service, you agree to grant Vid a limited, worldwide, non-exclusive, royalty-free, fully paid up, license to other users of the Service, and to operators and users of any other websites, apps and/or platforms to which your User Content containing Tracks have been shared, linked to or embedded using the Service to use, copy, repost, transmit or otherwise distribute, publicly display, publicly perform, adapt, prepare derivative works of, compile, make available and otherwise communicate to the public your content utilizing the features of the Service. You can limit and restrict the availability of your content to other users of the platform by selecting not to make your sound public for each video you upload.
- 6.15 You agree that Vid may exercise the license granted by you without notice, payment or attribution to you. You understand that Vid does not guarantee any confidentiality with respect to any User Content that you submit. You warrant that the holder of any worldwide intellectual property right, including moral rights, in your User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Vid, are responsible for all of your User Content that you make available on or in the Service, whether publicly posted or privately transmitted.
- 6.16 When you delete Content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed Content may persist in backup copies for a reasonable period of time (but will not be available to others).
- 6.17 You represent and warrant that Vid shall not at any time be responsible for the payment of any fees, advances, public performance fees or royalties.
- 6.18 The Vid Service and any related content or services offered within are proprietary to and the property of Vid or its licensors. All intellectual property rights in or associated with the Vid Service and any related content or services offered within are and will remain exclusively owned by Vid or its licensors. You agree to secure and protect the Vid Service and any related content or services offered within in a manner that will maintain and protect Vid's rights. You shall do nothing inconsistent with Vid's ownership rights. You agree to take all reasonable steps to protect the Vid Service and any related content or services offered within from loss or damage while in your possession or under your control or use.
- 6.19 The content in and available through our Service is protected by copyright, trademark and other laws of the United Kingdom and foreign countries. Except as expressly provided in these terms, Vid and its licensors exclusively own all right, title, and interest in and to the

services and all Vid content, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the services or content.

- 6.20 All trademarks, service marks, logos, trade names and any other proprietary designations of Vid used herein are trademarks or registered trademarks of Vid. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.
- 6.21 You will not use our copyrights or trademarks or any confusingly similar marks that may infringe or breach the copyright or any intellectual property rights or privacy or other rights of us or any third party that may be contrary to our interests. We reserve the right to remove such content from being shared.
- 6.22 Vid gives you a personal, worldwide, royalty-free, non-assignable, non-exclusive, non-transferable license, without the right to sublicense, to download to use the software that is provided to you by Vid as part of the Service solely for your personal, non-commercial use. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by Vid, in the manner permitted by these Terms.
- 6.23 Notwithstanding any other provision of this Agreement, nothing herein will obligate Vid to use any uploaded User Content in any manner. You understand and agree that you have no right to any proceeds derived by any third party from the use of the User Content. Vid guarantees no amount of publicity and/or exposure arising from the license granted.
- 6.24 Users of the Vid app may create videos with music from third parties that Vid has licensed and/or cleared. Vid might choose to provide the music for free or for sale. In either case, the music is licensed for use only within Vid, and Vid does not grant users any right to the music outside the Service. No feature of the Vid service should be mistaken for a further grant of rights. For avoidance of doubt, Vid does not grant end users the right to upload this music to third party platforms, such as Facebook, Snapchat, Instagram, Twitter, or YouTube.
- 6.25 You hereby release and discharge all claims both known and unknown against, and covenant not to sue, Vid and Related Parties (defined below) with respect to the use of any Content Submitted by You as authorized by the Terms (including without limitation any claims that such use violates any proprietary right such as copyrights or rights of publicity/privacy).

7. REMOVAL OF CONTENT; MODIFICATION AND TERMINATION OF THE SERVICE

- 7.1. Vid has the right, but not the obligation, to screen, refuse to post, remove or edit your Content (including any Sponsored Content), at any time and for any or no reason at all, in our sole discretion. Vid takes steps to monitor Content and keep the Site, App, and Service

safe, but Vid cannot guarantee their safety. Vid reserves the right, but assumes no obligation, to remove Content, which is abusive, illegal or disruptive, or that otherwise fails to comply with the Terms, and to limit or revoke Your access in full or in part to the Service, in our sole discretion, at any time, and for any reason, including, but not limited to reasons such as technical difficulties or violation of the Terms.

- 7.2. **Modification of the Service.** Vid reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Vid will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.
- 7.3. **Termination.** In addition to any right or remedy that may be available to Vid under the Terms or applicable law, Vid expressly reserves the right to suspend, limit or terminate Your access to the Service, at any time with or without notice and with or without cause, including if Vid determines, in Vid's sole discretion, that You pose a threat to the Service or its users. In addition, Vid may refer any information on illegal activities, including Your identity, to the proper authorities.
- 7.4. Given that the Service is provided in real-time, we would appreciate Your help in reporting to us any Content that You believe violates the Terms. Please direct the relevant information, including the IP address used to commit the alleged violation and the date and time of the alleged violation, including the time zone to support@vid.camera

8. GENERAL TERMS AND CONDITIONS

- 8.1. You shall not in any way use the Service (such as posting videos or comments) or post to any user of the Service anything that: (i) is in breach of any law, statute, regulation or bylaw of any applicable jurisdiction; (ii) is fraudulent, criminal or unlawful; (iii) is inaccurate or out-of-date; (iv) is violent, obscene, pornographic or sexually suggestive, indecent, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, or untrue; or (v) impersonates any other person or body or misrepresents a relationship with any person or body. We reserve the right, in our sole and absolute discretion to remove such content from the Service and from being shared without notifying the user.
- 8.2. You also must not upload any video content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity. We reserve the right, in our sole and absolute discretion to remove such content from the Service and from being shared without notifying the user.
- 8.3. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other User Content or materials that you submit, post, or display on or via the Service.

- 8.4. You are responsible for keeping your password secret and secure. You also agree that you will not solicit, collect, or use the usernames and passwords of other Vid users.
- 8.5. You must not create accounts with the Vid Service through unauthorized means, including but not limited to, by using automated devices such as scripts, bots, and spiders.
- 8.6. You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way the Service is rendered or displayed in a user's browser or device.
- 8.7. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms.
- 8.8. Violation of these Terms may, in Vid's sole and absolute discretion, result in termination of your Vid account. You understand and agree that Vid cannot and will not be responsible for the User Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for Vid, we can stop providing all or part of the Service to you.
- 8.9. We reserve the right to change these Terms at any time without notice to you by posting changes on the vid.camera website or by updating the mobile application to incorporate the new Terms. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the Service after changes are posted constitutes your acceptance of the amended Terms.
- 8.10. We reserve the right to modify or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can close your Vid account by logging into the Service and selecting the appropriate option under the settings page. If we terminate your access to the Service or you close your account, your videos, comments, tribe connections, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your videos), but those materials and data may persist and appear within the Service (e.g., if Your Content has been shared by others).
- 8.11. Upon termination, all licenses and other rights granted to you in these Terms will immediately cease.
- 8.12. We reserve the right to force forfeiture of any username for any reason.
- 8.13. You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that Vid is not responsible or liable for the conduct of any user. Vid reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment

when interacting with others, including when you submit or post Content or any personal or other information.

- 8.14. We reserve the right not to publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability. We have the right to monitor any materials published or otherwise available on the Service and to investigate any violation of these Terms, and to take any action that we deem appropriate.
- 8.15. Vid does not proof, edit or change any of the Content on the Service, including, without limitation, any of your Content or the Content of any other Vid user. Vid assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Content submitted by users. Vid is not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or on the Service or combination thereof, including any injury or damage to users' or to any person's mobile device or other computer or equipment related to or resulting from participation or downloading the Service or any other Content offered on the Service. Under no circumstances shall Vid be responsible for any loss or damage, including personal injury or death or property damage, resulting from use of the Service or from any Content posted on the Service or transmitted by or to users, or any interactions between users of the Service, whether online or offline.
- 8.16. You agree that you are responsible for all data charges you incur through use of the Service.
- 8.17. We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and videos.
- 8.18. We try to make Vid bug free; however we make no warranty or guarantee that your access to the Service will be uninterrupted, timely, or error-free. We may occasionally need to carry out repairs, maintenance or introduce new facilities and functions. Access to the Service may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the Service for any reason. If we impose restrictions on you personally, you must not attempt to use the Service under any other name or user or on any other mobile device. We do not warrant that the Service will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device and computer), software, data or other property as a result of your download, installation, access to or use of the Service or your obtaining any material from, or as a result of using, the Service. We shall also not be liable for the actions of third parties. We make no representation or warranty, express or implied, that information and materials on the Service are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This

shall not affect any obligation which we may have under any contract that we may have with you to provide you with products.

- 8.19. Vid might from time to time operate contests and similar promotions through the services. You should carefully review the rules of each promotion in which you participate through the Services.
- 8.20. We operate the software underlying and required for your use of the Service from the United Kingdom and it is possible that some downloads from the Service could be subject to government export controls or other restrictions. If you download anything from or use the Service, you represent that you are not subject to such controls or restrictions. We make no representation that anything is appropriate, permissible or available for use outside the United Kingdom, and using the Service from territories in which such use or the information available from such use is illegal, restricted or not permitted, is expressly prohibited. If you choose to access or use the Service from or in locations outside of the United Kingdom, you do so on your own initiative and are responsible for (i) ensuring that what you are doing in that country is legal; and (ii) the consequences and compliance by you with all applicable laws, regulations, bylaws, codes of practice, licenses, registrations, permits and authorizations (including any laws that relate to businesses providing services).

8. VI POINTS

- 8.1. At times, the Service will permit You to "earn" points known as VI points ("**VI Points**").
- 8.2. Only users of the Service who make Content publicly available and have views from other users will be eligible to earn VI points.
- 8.3. In order for a public Vid to have been deemed as viewed, your public Vid must be watched by another user for a minimum of 3 seconds.

9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, VID SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF THESE TERMS OR IN CONNECTION WITH THE SERVICE, EVEN IF VID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SERVICE. THE SERVICE IS AVAILABLE "AS IS" AND "AS AVAILABLE." YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR

THAT ERRORS WILL BE DETECTED OR CORRECTED. WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY COMPUTER VIRUSES, BUGS, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS, OR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE INFORMATION DISCLOSED OR ACCESSED THROUGH THE SERVICE. WE HAVE NO DUTY TO UPDATE OR MODIFY THE APP AND SERVICES AND WE ARE NOT LIABLE FOR OUR FAILURE TO DO SO.

IN NO EVENT, UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF OUR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR AFFILIATES, BE LIABLE HEREUNDER OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM THE SERVICE, THE USE OF THE SERVICE OR OUR AGREEMENT WITH YOU CONCERNING THE SERVICE, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOST ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF DATA, BUSINESS INTERRUPTION, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

10. LIABILITY FOR CONTENT

10.1. You hereby acknowledge and agree that Vid stores content and other information at the direction, request and with the authorization of its users and acts merely as a passive conduit for the uploading, storage and distribution of such content. Vid plays no active role and gives no assistance in the presentation or use of any of the Service's content.

10.2. You hereby acknowledge and agree that Vid cannot and does not review the content created or uploaded by its users, and neither Vid nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Service for User Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms or applicable law.

10.3. Vid and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any information uploaded to the Service by users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Service. By using the Service, you irrevocably waive the right to assert any claim with respect to any of the foregoing against Vid or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

11. YOUR REPRESENTATIONS AND WARRANTIES

11.1 You represent and warrant that (a) your use of the Service will be in strict accordance with these Terms and with all applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and regarding the transmission of technical data exported from the United Kingdom or the country in which you reside, and (b) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party.

12. INDEMNIFICATION

12.1. You agree to indemnify and hold Vid and each of our affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from your use of the Service and/or any violation of these Terms. We reserve the right to assume the exclusive defense and control of any demand, claim or action arising hereunder or in connection with the Service and all negotiations for settlement or compromise. You agree to fully cooperate with us in the defense of any such demand, claim, action, settlement or compromise negotiations, as requested by us.

13. THIRD PARTY WEBSITE LINKS

13.1. The Vid Service may contain links to third-party websites and services (“**Third Party Services**”) with which we have no affiliation. A link to any Third Party Service does not mean that we endorse it or the quality or accuracy of information presented on it. If you decide to visit a Third Party Service, you are subject to its terms and conditions, and not these Terms. We encourage you to carefully review the legal and privacy notices of all other digital services that you visit.

13.2. In addition, you agree that we are not responsible and do not have control over any Third Party Service that you authorize to access your User Content. If you are using a Third Party Service and you allow them to access your User Content you do so at your own risk.

14. SEVERABILITY

14.1. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

15. GOVERNING LAW

15.1. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the Service will be governed and construed by the laws of England and Wales. Any dispute or claim arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales. All dealings,

correspondence and contacts between us shall be made or conducted in the English language.

16. MISCELLANEOUS

- 16.1. These Terms (and our Privacy Policy, or any other document referred to in these Terms and any other terms and conditions specifically agreed between you and us in writing) contain all the terms agreed between us and you regarding their subject matter and supersedes and excludes any prior terms and conditions, understanding or arrangement between us and you, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between us and you prior to these Terms except as expressly stated in these Terms.
- 16.2. Neither us nor you shall have any remedy in respect to any untrue statement made by the other upon which that party relied in entering into these Terms (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform these Terms) and that party's only remedies shall be for breach of contract as provided in these Terms.
- 16.3. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
- 16.4. You may not assign your rights under this Agreement to any party. We may assign our rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

17. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) COMPLIANCE

- 17.1. If you are a copyright owner or an agent thereof, and you believe that any content hosted on the Service infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Vid's Designated Copyright Agent with the information detailed in 17 U.S.C § 512(c)(3). For your complaint to be valid under the DMCA, you must provide the following information in writing:
 - 1) a physical or electronic signature of a person authorized to act on behalf of the copyright owner;
 - 2) identification of the copyrighted work that you claim is being infringed;
 - 3) identification of the material that is claimed to be infringing and where it is located on the Service;
 - 4) information reasonably sufficient to permit Vid to contact you, such as your address, telephone number, and email address;
 - 5) 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 law; and
 - 6) a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

- 17.2. You acknowledge that if you fail to comply with all of the requirements, your DMCA notice may not be valid.
- 17.3. Vid's Designated Copyright Agent to receive notifications of claimed infringement can be reached by email at dmca@vid.camera. For the avoidance of doubt, only DMCA notices should go to Vid's Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to Vid customer service through support@vid.camera.

18. PLATFORM PROVIDERS

- 18.1. Platform providers, such as Apple Inc. and Google Inc. that make the App available for download ("**Platform Providers**") are not party to this Agreement. Platform Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to deliver any product or service purchased by You through the App, You may notify the applicable Platform Provider, and such Platform Provider may refund payments made for such purchases (if applicable). To the maximum extent permitted by applicable law, Platform Providers will have no other obligation whatsoever with respect to the App. You acknowledge that Platform Providers are not responsible for addressing any claims relating to the App or Your possession and/or use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims alleging infringement of intellectual property; and (iv) claims arising under consumer protection or similar legislation. We, not the Platform Providers, will be solely responsible for the investigation, defense, settlement and discharge of any such claims. Platform Providers are third party beneficiaries of this Section 18, and will have the right (and will be deemed to have accepted the right) to enforce the provisions of this Section 18 against You.

19. DISPUTE RESOLUTION

- 19.1. YOU HEREBY WAIVE ALL RIGHTS TO PURSUE IN A COURT OF LAW ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THE SERVICE OR THESE TERMS. We and you agree and acknowledge that nothing in these Terms shall be deemed to constitute a waiver by you of any of your legal rights under applicable laws whose applicability is not permitted to be contractually waived.
- 19.2. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with the Terms whether based on contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory, including without limitation disputes as to the creation, validity, interpretation, breach, or termination of the Terms (a "**Dispute**"), the party initiating the Dispute shall give to the other party written notice of the specific subject(s) of the Dispute (the "**Dispute Notice**") and the parties shall meet and negotiate in good faith, in London, United Kingdom., in an effort to resolve the Dispute without the necessity of any formal proceeding.

- 19.3. No formal proceedings for the resolution of the Dispute may be commenced until the later to occur of (a) a good faith conclusion one or both of the parties that amicable resolution through continued negotiation of the matter in issue does not appear likely, or (b) the sixtieth (60th) day after the Dispute Notice is received.
- 19.4. Any Dispute that the parties are unable to resolve through such negotiations will be submitted prior to the seventieth (70th) day after the Dispute Notice is received, to non-binding mediation administered by the London Court of International Arbitration or its successor ("LCIA") in London, United Kingdom.
- 19.5. Any Dispute that the parties are unable to resolve through negotiation and mediation as described above (including without limitation any dispute or controversy over the scope or applicability of this agreement to arbitrate) will be submitted to binding and final arbitration in accordance with the following:
- 19.6. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales. In no event will You be entitled to recover punitive, special or exemplary damages or seek injunctive or any other equitable relief.
- 19.7. The arbitrator's award shall be entered by either party in any court having competent jurisdiction provided that the party entering the award shall request that the court prevent the award from becoming publicly available except as may be required by law. The arbitrator shall not limit, expand or otherwise modify the terms of the Terms. Each party shall bear its own expenses and pay pro rata its share of LCIA fees and expenses (including, without limitation, compensation for the arbitrator). The parties agree that the existence and contents of the entire arbitration, including the award, shall not be discoverable in any proceeding, shall not be admissible in any court (except for the enforcement thereof) or arbitration and shall not bind or collaterally estop either party with respect to any claim or defense made by any third party.
- 19.8. The parties agree that any mediation or arbitration proceedings, testimony, or discovery, along with any documents filed or otherwise submitted in the course of any such proceedings (and including the fact that the mediation or arbitration is being conducted) shall be confidential and shall not be disclosed to any third party except to the mediators or arbitrators and their staff, the parties' attorneys and their staff, and any experts retained by the parties, or as required by law.
- 19.9. Notwithstanding the foregoing, a party may disclose limited information if required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder.

20. AMENDMENT

20.1. Vid reserves the right, in its sole discretion, to change, modify, add, or delete portions of the Terms at any time. When using the Service, You may be subject to additional applicable guidelines or rules that may be posted from time to time. All of these guidelines and rules are deemed incorporated into the Terms. While we may attempt to notify You when major changes are made to the Terms, it is Your responsibility to review the Terms periodically to check for changes. When Vid makes changes, it will give the date of the most recent update in this space so You can be kept abreast by visiting this page. Vid also reserves the right in its sole discretion and at any time to modify or discontinue, temporarily or permanently, the Service (or any part of it), with or without notice.

CONTACTING US

If you have any questions or concerns about these Terms, please contact us at support@vid.camera.

Updated: March 4, 2020.