

## PART A - GENERAL

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### The Vuulr Platform

1. Welcome to the Vuulr Platform ("**the Platform**"), which powers various online websites for the licensing of audio-visual works. The Platform is owned and operated by Vuulr Pte Ltd (Registration number 201729220G), a Singaporean company with its registered office at 60 Paya Lebar Road, #08-13 Paya Lebar Square, Singapore 409051 ("**Vuulr**" or "**we**" or "**us**").
2. The Platform is a business-to-business (B2B) platform intended to facilitate the paid licensing of audio-visual works ("**Content**") between entertainment industry entities ("**Purpose**"). The Content is represented on the Platform as a "**Listing**". Each Listing is accompanied by "**Listing Information**" which includes:
  - a. "**Metadata**" – material that allows potential Buyers to assess the Content. This may include images, trailers, synopses, run times, directors, producers, cast etc, and other associated information about a piece of Content; and
  - b. "**Avails**" – detail on the contractual availability of rights applicable to a piece of Content; other metadata

### Vuulr's Policies as to the Platform

3. Vuulr operates the Platform in the spirit of openness, convenience and fairness. In accordance with this spirit, Vuulr exerts all reasonable efforts to ensure the protection of copyright within the Platform and the confidentiality of all non-publicly available information provided by Registered Users inside the Platform.
4. The Platform respects the spirit of creativity underlying all Content. However, it is necessary for these policies to apply:
  - a. The Platform will only allow Listings in respect of Content is deemed legal in the country of its original production;
  - b. Vuulr retains the right to refuse to accept into the Platform any Listing, Listing Information, Avails or Content that it considers unsuitable for any reason;
  - c. All Listing, Listing Information, Avails or Content presented within the Platform is provided solely by the Seller (as defined below). Vuulr makes no representation or warranty of any kind in respect of this material.

## Registered Users

5. Definition: The Platform is intended only for bona fide entertainment businesses with a bona fide intention to transact commercial business consistent with the Purpose in the Platform. These entities must register within the Platform by providing and verifying the details required during the registration process, whereupon they will become "**Registered Users**". Vuulr has absolute discretion as to the admission of Registered Users, and may refuse to allow the registration of an applicant for any reason.

Registered Users may be:

- a. "**Sellers**" – Registered Users that have rights in Content that they can make available for licensing. This includes:
- I. Parties that own the intellectual property underlying the Content, and
  - II. Parties that have acquired the rights to distribute the content from the original owner.
- b. "**Buyers**" - Registered Users that wish to acquire rights to broadcast or exhibit Content made available by Sellers in the Platform.

For clarity, a Registered User may participate on the Platform as a Buyer, a Seller or, in certain circumstances, as both.

6. Identity of Registered Users: Registered Users are also referred to in these Provisions as "**You**" and "**Yourself**". These words refer both to yourself as an individual and to the organisation that you represent, and to both Buyer and Seller, as applicable. All individuals participating in the Platform warrant that they have the authority to bind the organisation they represent.
7. Use of names: When registering, you must use the name by which you as an individual are ordinarily known and the registered name of your organisation, and provide a valid and functioning business email address. You may not use someone else's name, a generic name, or a name that violates any third party right.

## Applicability

8. Binding Agreement: These transactional provisions ("**Provisions**") form part of a binding contract ("**Agreement**") between yourself and Vuulr as to all activity you undertake in the Platform. Please read them carefully. If you do not agree with any part of the Provisions, please end your session in and do not proceed further.

## Platform User Agreement

9. Other terms: These Provisions apply to all users of the Platform. By agreeing to the Provisions, you acknowledge that you have read and accepted Vuulr's privacy and cookie policies located on the Platform as amended or updated by Vuulr from time to time ("**Privacy Policy**" & "**Cookie Policy**"). Each of these documents forms part of this Agreement.
10. Updates: Vuulr may periodically update the Provisions, the Privacy Policy and/or Cookie Policy. By continuing to use and access the Platform after the published date of any such update, you specifically agree to be bound by the terms of the varied Agreement.
11. Term and Termination: This Agreement begins on the date you become a Registered User of the Platform and continues as long as you have a registered and active account within the Platform.
12. Termination by Vuulr: Vuulr may suspend, disable, or delete your account (or any part thereof) or block or remove anything you have submitted if Vuulr determines that you have violated any provision of this Agreement or that your conduct may damage the reputation and goodwill of Vuulr or any other Registered User, or on any reasonable commercial basis. If Vuulr deletes your account for the foregoing reasons, you may not become a Registered User of the Platform again without Vuulr's specific approval.
13. Termination by You: You may terminate your account at any time by sending a notice of cancellation to [support@vuulr.com](mailto:support@vuulr.com). Upon cancellation of your account, Vuulr will, within 14 business days, disable your account and permanently render unavailable your Listing Information, Avails and/or Content.

### **Transactional Activity**

14. General: This is the approach Vuulr takes to activity within the Platform:
  - a. Sellers may list their Content free of charge;
  - b. Buyers may use the services of the Platform free of charge;
  - c. Where a Transaction (as defined below) has occurred, the Seller will be required to pay Commission (as defined below) to Vuulr.
15. Transactions: A "**Transaction**" occurs between Buyer and Seller when a Buyer and a Seller agree on the commercial terms for the licensing of a piece of Content. Vuulr is not a party to this Transaction. Buyers and Sellers should:

## Platform User Agreement

- a. Undertake their own due diligence as to suitability, availability and all other relevant matters before concluding a Transaction; and
  - b. Prepare and execute a mutually agreed long-form contract for the Transaction.
16. Commission: Vuulr's right to Commission in respect of a piece of Content offered by a Seller arises when the Buyer interacts with the Content's Listing Information and subsequently enters into a Transaction with that Seller, within six months, for that piece of Content. For the avoidance of doubt, Vuulr's right to Commission under this clause 16 shall apply regardless of whether the Buyer enters into the Transaction with the Seller on Platform or off Platform.
17. Commission Amount: The **Commission** will be 10% of the gross price of the Transaction, calculated on all consideration paid for the Transaction, including, (if applicable) the fair value of any non-cash consideration (such as barter arrangements, sponsorships or payments-in-kind) agreed between the Buyer and the Seller.
18. Payment of Commission: The Commission will be paid by the Seller to Vuulr within 30 days of an invoice for this being generated by Vuulr. It will be paid to Vuulr in United States Dollars, calculated as at the date the Transaction is made, using the exchange rates provided by United Overseas Bank, Singapore ([www.uobgroup.com](http://www.uobgroup.com))
19. Late payment of Commission: Commission payments not received by the due date may attract interest charges, and ongoing delinquency may result in the discontinuance, suspension, or termination of your account within the Platform.
20. Non-circumvention: The Platform is designed to facilitate commercial transactions amongst Registered Users in respect of the Purpose, and Vuulr is entitled to be paid the Commission in return for its work in facilitating these transactions.
21. The Platform is not a platform to conduct research. You agree not to circumvent or manipulate the fee structure, the billing process, or the Commission owed, or otherwise circumvent the obligation to pay Commission to Vuulr. As stated in clause 16 above, the Commission is payable to Vuulr even if the Transaction is completed off the Platform. Where you are in breach of the provisions of this clause, you will still be liable to Vuulr for amounts that would have been payable to Vuulr had you not been in breach.

## Legal rights and obligations

22. Account Security: You are responsible for all activity in the Platform that occurs within your account. You must keep your access credentials confidential at all times and must not allow any individual from outside your organisation to access or use your account. If you become aware of an unauthorized access to your account, you must change the password and notify us immediately via [support@vuulr.com](mailto:support@vuulr.com).
23. License: Vuulr grants all Registered Users a limited, non-exclusive license to access and use the Platform for activities that relate to the Purpose.
24. Warranties applicable to all Registered Users: You warrant that:
  - a. You are a bona fide entertainment industry professional, and you represent an entity in the entertainment industry;
  - b. You have the authority to represent and bind your organisation in terms of its behaviour in the Platform;
  - c. You have a bona fide intention to transact Business in the Platform in relation to the Purpose;
  - d. All information you provide within the Platform is accurate, complete and current;
  - e. You will treat all information obtained in the Platform in strict confidence;
  - f. All individuals acting under the organisation's name in the Platform have permission to act on behalf of the organisation they represent and the legal authority to bind it;
  - g. You will comply with the terms of these Provisions;
  - h. You are older than 18 years of age
  - i. You will not attempt to claim from Vuulr any damage or loss you suffer in respect of any Transaction activity you undertake in the Platform;
25. The Registered User shall not (and shall not permit any of its affiliates or advisers, agents, employees, officers or other representatives or any third parties whatsoever to) use and access the Platform to:
  - a. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform or the technology underlying it;
  - b. copy the user experience and functionality of the Platform; and
  - c. modify or obscure any copyright, trademark or other proprietary notices contained in the Platform.

## Platform User Agreement

26. Third Party Copyrights and Other Rights: Vuulr respects the intellectual property rights of all Registered Users. If you believe that your copyright has been infringed, please inform us as soon as possible through [support@vuulr.com](mailto:support@vuulr.com). If Vuulr reasonably believes that copyright may be subject to a valid infringement claim within the Platform, it will have the right to take down the material in question and to notify the parties in question.
27. No assignment of rights: You agree that the rights granted to you under this Agreement by Vuulr are personal to you and may not be assigned or transferred by you to any other party without the specific consent of Vuulr. All rights not expressly granted by Vuulr are reserved.

### **PART B - SELLERS**

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#### **Listing Information**

28. Obligation to provide Listing Information: Sellers must be involved in the Platform with the intention of completing licence transactions. Therefore, they are expected to provide and maintain current Listing Information for each piece of Content they wish to offer for licence.
29. Third party rights: Sellers may not submit to the Platform any Listing Information that infringes any third party's copyright or other rights (e.g., trademark, privacy rights, etc.) or which, for any reason, would not be allowed under the laws of their home jurisdiction. For the avoidance of doubt, Sellers shall not submit to the Platform any Listing Information which contains Personal Data (as defined below).
30. Licenses granted: By submitting and uploading Listing Information to the Platform, Sellers grant Vuulr a revocable, royalty-free, non-exclusive licence to host and display the Listing Information for the purposes of the Platform. You also grant Vuulr the right to use the Listing Information, the logo and name of Seller and associated materials in its promotional and marketing activities, both online and offline, for so long as you have an account in the Platform.
31. No responsibility for Listing Information: Vuulr takes no responsibility whatsoever for the accuracy, veracity, completeness or validity of the Listing Information that is uploaded to the Platform by Sellers or for the Content to which it relates.

### Warranties by Sellers

32. Warranties as to Listing Information: Sellers warrant that the Listing Information submitted by them in respect of a piece of Content will not:
- a. Infringe upon another party's intellectual property rights or moral rights;
  - b. Breach any contractual or confidentiality obligations;
  - c. Contain information that is misleading;
  - d. Contain Personal Data (as defined below).

And Sellers further warrant that, to the best of their knowledge and belief:

- e. All Listing Information is accurate and complete;
  - f. All Avails are correct and current.
33. Warranties as to Content: In respect of all Content that a Seller offers for Transactions inside the Platform, you warrant that:
- a. You have a genuine and bona fide intention to complete the Transaction that you are offering;
  - b. You hold all necessary rights to conduct the Transactions you offer in the Platform in a way that is consistent with the relevant Avails;
  - c. No Transactions you conduct will exceed the rights you control.
34. Warranties as to Transactions: In respect of all Transactions that you attempt to complete within the Platform:
- a. You will negotiate promptly and in good faith with Buyers;
  - b. Upon completion of a Transaction with a Buyer in respect of Content, you will fulfil your contracted obligations promptly;
  - c. By entering into a Transaction with a Buyer, you will share **Performance Data**, as defined in Paragraph 37, with Vuulr, immediately it is received from the Buyer; and
  - d. You will pay the Commission to Vuulr promptly.

### Seller Indemnification

35. Indemnity: Sellers will indemnify, defend, and hold harmless Vuulr and its affiliates, directors, officers, employees, and agents, from and against all third party actions arising from your participation in the Platform.

## **PART C - BUYERS**

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36. Use of the Platform by Buyers is free.
37. By entering into a Transaction with a Seller, You represent that you are able to fulfil any obligations you commit to in a Transaction, including for transactions based on Performance Pricing, the provision of performance data ("**Performance Data**") which shall include, but not be limited to, unique viewer count, advertising revenue, subscriber revenue, transaction revenue, minutes streamed, or any other metric required to fulfil the terms of the contract; a copy of this Performance Data will be provided to Vuulr at the same time it is provided to the Seller.
38. The Buyer authorises Vuulr to use the logo and name of Buyer in the online and offline marketing of Vuulr and the Platform. Vuulr shall immediately cease to use the logo and name of Buyer upon the termination of this Agreement.

### **Warranties by Buyer**

39. General Warranties: Buyers warrant that:
- a. They have the ability to meet the obligations agreed to with the Seller
  - b. They will notify Vuulr immediately (via support@vuulr.com) if any attempt is made by a Seller to complete a Transaction outside the Platform or otherwise circumvent or breach the terms of this Agreement;
  - c. That they will negotiate with Sellers in good faith;
  - d. That they will comply with all obligations in the license agreement they sign with the Seller.

### **Buyer Indemnification**

40. Indemnity: Buyers will indemnify, defend, and hold harmless Vuulr and its affiliates, directors, officers, employees, and agents, from and against all third party actions arising from your participation in the Platform.



## PART D - OTHER

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### Personal Data

#### 41. Definitions:

- a. "**Personal Data**" – means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the organisation has or is likely to have access, and any other information relating to individuals that is subject to the operation of the Privacy Laws.
- b. "**Privacy Laws**" – means legislation in force affecting privacy, Personal Data or the collection, handling, storage, processing, use or disclosure of Personal Data, as amended from time to time.

42. You warrant that you comply with and will continue to comply with all applicable Privacy Laws.
43. Where you provide Personal Data to Vuulr, you confirm that you consent to or have obtained all consents necessary for the disclosure of such Personal Data by Vuulr to other Registered Users, Vuulr's affiliates and other third parties for the purposes of facilitating, negotiating, completing and conducting Transactions ("**Transactional Communication**"), and for the collection, use and disclosure of the Personal Data by Vuulr for any other purposes set out in the Privacy Policy and Cookie Policy.
44. Where Vuulr discloses Personal Data to you, you agree that you will only use and disclose such Personal Data for the purpose of Transactional Communication and that you will not use or disclose such Personal Data for any other purposes unless you have complied with all relevant requirements under the applicable Privacy Laws.
45. You shall securely destroy any Personal Data on Vuulr's request or otherwise once the purpose of Transactional Communication is no longer being served by the retention of the Personal Data and retention is no longer necessary for legal or business purposes.
46. You will indemnify Vuulr and its affiliates, directors, officers, employees, and agents, against all actions, claims, demands, losses, damages, regulatory fines, statutory penalties, expenses and costs (including legal costs on an indemnity basis) in respect of any breach of this Agreement or any action, omission or negligence by you that causes or results in Vuulr being in breach of any Privacy Laws. To the extent permitted by the applicable law, Vuulr shall not be liable for the conduct of Registered Users in relation to their collection, use and disclosure of Personal Data.

## Platform User Agreement

47. You will provide such information and assistance to Vuulr as it may reasonably require to allow it to comply with the requests or rights of individuals or otherwise comply with its obligations under the applicable Privacy Laws.
48. You will provide such information and assistance to Vuulr to comply with and/or respond to orders of court, or orders, queries or requests from any data protection supervisory authority or other regulatory authority, or to facilitate timely resolution of any such matters or any related investigations.

### Disclaimers

49. Alterations to the Platform: Vuulr is continually updating and improving the Platform and reserves the right to modify the functionality, look and feel and layout of Platform at any time and for any reason.
50. No obligation to monitor or screen: Vuulr has no obligation to screen or monitor any Listing Information, Avails or Content and does not guarantee that anything on the Platform complies with this Agreement or is suitable for all users.
51. No Warranties: Vuulr provides the Platform on an "as is" and "as available" basis. You therefore use the Platform at your own risk. Vuulr expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Vuulr makes no representations or warranties:
  - a. That the Platform will be permitted in your jurisdiction;
  - b. That the Platform will be uninterrupted or error-free;
  - c. Concerning any Listing Information, Avails or Content;
  - d. That the Platform will meet your business or professional needs;
  - e. That Vuulr will continue to support any particular feature of the Platform; or
  - f. Concerning sites and resources outside of the Platform, even if linked to from the Platform.
52. Limitation of Liability: To the fullest extent permitted by law:
  - a. Vuulr shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and

## Platform User Agreement

- b. Vuulr's total liability to you for any Loss arising out of or in connection with this Agreement shall not exceed the greater of USD\$1,000 or the total amount paid by you to Vuulr over the twelve (12) months preceding your claim(s). "**Loss**" means any loss, liability, regulatory fine, statutory penalty, demand, claim, action, proceeding, damage, cost, charge, expense or diminution in value, however arising, and whether present or future, fixed or unascertained, actual or contingent.

### Miscellaneous

53. Governing Law: This Agreement shall be governed by the laws of Singapore, and the parties submit to the exclusive jurisdiction of the Singapore courts.
54. Interpretation; severability; waiver; remedies: Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by Vuulr in exercising any right hereunder will waive any further exercise of that right. Vuulr's rights and remedies hereunder are cumulative and not exclusive.
55. Force Majeure: Vuulr will not be liable for delay or failure to perform any acts resulting from causes outside its reasonable control such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, act of governmental or failure of or interruption in services or utilities.
56. Successors; assignment; no third party beneficiaries: This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without Vuulr's prior written consent. No third party shall have any rights hereunder.
57. Notices: You consent to receive all communications including notices, agreements, disclosures, or other information from Vuulr electronically. Vuulr may provide all such communications by email or by posting them on the Platform.
58. Contacting Vuulr: Please contact us as follows:
  - a. For support-related issues: [support@vuulr.com](mailto:support@vuulr.com)
  - b. For legal, copyright and takedown requests: [legal@vuulr.com](mailto:legal@vuulr.com)
  - c. For privacy issues: [dpo@vuulr.com](mailto:dpo@vuulr.com)

## Platform User Agreement

59. Modification: This Agreement may not be modified except by a revised Platform User Agreement posted by Vuulr on the Platform or a written amendment signed by an authorized representative of Vuulr. A revised Platform User Agreement will be effective as of the date it is posted on the Platform. By continuing to use the Platform you consent to the terms in the revised Platform User Agreement.
  
60. Entire agreement: This Agreement incorporates the Terms, the Privacy Policy and the Cookie Policy documents by reference. Save and except for those inclusions, this Agreement constitutes the entire understanding between Vuulr and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.
  
61. Contracts (Rights of Third Parties) Act: A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any benefit under this Agreement and the application of the Contracts (Rights of Third Parties) Act (Cap 53B) is expressly excluded.

ENDS