

Vuulr Marketplace Terms & Conditions

PART A - GENERAL

The Vuulr Marketplace

1. Welcome to the Vuulr Marketplace (“**the Marketplace**”). The Marketplace is owned and operated by VUULR U.S.A INC. (document number P26000008867), a Florida corporation with its principal office at 505 Landings Blvd., Greenacres, FL 33413 (“**Vuulr**” or “**we**” or “**us**”).
2. The Marketplace 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 Marketplace 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 Marketplace

3. Vuulr operates the Marketplace 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 Marketplace and the confidentiality of all non-publicly available information provided by Registered Users inside the Marketplace.
4. The Marketplace respects the spirit of creativity underlying all Content. However, it is necessary for these policies to apply:
 - a. The Marketplace 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 Marketplace 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 Marketplace 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 Marketplace is intended only for bona fide entertainment businesses with a bona fide intention to transact commercial business consistent with the Purpose in the Marketplace. These entities must register within the Marketplace 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.

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- b. **“Buyers”** - Registered Users that wish to acquire rights to broadcast or exhibit Content made available by Sellers in the Marketplace.

For clarity, a Registered User may participate on the Marketplace 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 organization that you represent, and to both Buyer and Seller, as applicable. All individuals participating in the Marketplace warrant that they have the authority to bind the organization 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 organization 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 Marketplace. Please read them carefully. If you do not agree with any part of the Provisions, please end your session and do not proceed further.
- 9. Other terms: These Provisions supplement the site terms and conditions (**“Terms”**) that apply to all users of www.vuulr.com (**“the Website”**). By agreeing to the Provisions, you are also agreeing to the Terms, and you acknowledge that you have read and accepted Vuulr’s Privacy and Cookie Policy. Each of these documents forms part of this Agreement.
- 10. Updates: Vuulr may periodically update the Terms, the Provisions and/or the Privacy and Cookie Policy. By continuing to use and access the Website 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 Marketplace and continues as long as you have a registered and active account within the Marketplace.
- 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 where reasonably necessary to protect the integrity of the Marketplace. If Vuulr deletes your account for the foregoing reasons, you may not become a Registered User of the Marketplace 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. 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.

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Transactional Activity

14. General: This is the approach Vuulr takes to activity within the Marketplace:
 - a. Sellers may list their Content free of charge;
 - b. Buyers may use the services of the Marketplace 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 to the licensing of a piece of Content. Vuulr is not a party to this Transaction. Vuulr acts solely as a passive intermediary platform and does not act as an agent, broker, or representative of any user. Vuulr does not control, verify, or endorse any Content, Listing Information, or transactions. Buyers and Sellers must:
 - a. Undertake their own due diligence as to suitability, availability and all other relevant matters before concluding a Transaction;
 - b. Agree their own provisions in that Transaction; and
 - c. Execute a mutually agreed binding contract to accomplish 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.
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. Vuulr reserves the right to audit records relating to Transactions to verify Commission payments.
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 the US Federal Reserve.
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 Marketplace.
20. Non-circumvention: The Marketplace 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 Marketplace 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. The Commission is payable to Vuulr even if the Transaction is completed outside the Marketplace. 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 breached this Agreement.

Legal rights and obligations

22. Account Security: You are responsible for all activity in the Marketplace that occurs within your account. You must keep your access credentials confidential at all times and must not allow any individual from outside your organization to access or use your account. If you

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become aware of an unauthorized access to your account, you must change the password and notify us immediately via support@vuulr.com.

23. License: Vuulr grants all Registered Users a limited, non-exclusive license to access and use the Marketplace 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 organization in terms of its behavior in the Marketplace;
 - c. You have a bona fide intention to transact Business in the Marketplace in relation to the Purpose;
 - d. All information you provide within the Marketplace is accurate, complete and current;
 - e. You will treat all information obtained in the Marketplace in strict confidence;
 - f. All individuals acting under the organization's name in the Marketplace have permission to act on behalf of the organization 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 Marketplace;
25. Third Party Copyrights and Other Rights: Vuulr respects the intellectual property rights of all Registered Users. Vuulr complies with the Digital Millennium Copyright Act (DMCA) and will respond to valid takedown notices. If you believe that your copyright has been infringed, please inform us as soon as possible through support@vuulr.com. If Vuulr reasonably believes that copyright may be subject to a valid infringement claim within the Marketplace, it will have the right to take down the material in question and to notify the parties in question.
26. 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

Listing Information

27. Obligation to provide Listing Information: Sellers must be involved in the Marketplace 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.
28. Third party rights: Sellers may not submit to the Marketplace 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.
29. Licenses granted: By submitting and uploading Listing Information to the Marketplace, Sellers grant Vuulr a revocable, royalty-free, non-exclusive licence to host and display the Listing Information for the purposes of the Marketplace. 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 Marketplace.

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30. No responsibility for Listing Information: Vuulr does not control, verify, or independently review any Listing Information nor Content uploaded by Sellers. Vuulr takes no responsibility whatsoever for the accuracy, veracity, completeness or validity of the Listing Information that is uploaded to the Marketplace by Sellers or for the Content to which it relates.

Warranties by Sellers

31. 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.

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

- d. All Listing Information is accurate and complete;
- e. All Avails are correct and current.

32. Warranties as to Content: In respect of all Content that a Seller offers for Transactions inside the Marketplace, 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 Marketplace in a way that is consistent with the relevant Avails;
- c. No Transactions you conduct will exceed the rights you control.

33. Warranties as to Transactions: In respect of all Transactions that you attempt to complete within the Marketplace:

- 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; and
- c. You will pay the Commission to Vuulr promptly.

Seller Indemnification

34. Indemnity: Sellers will indemnify, defend, and hold harmless Vuulr and its affiliates, directors, officers, employees, and agents, from and against all third-party claims, damages, liabilities, losses, and expenses (including reasonable legal fees and costs) arising from (i) breach of this Agreement, (ii) infringement of third-party rights, or (iii) misuse of the Marketplace. Vuulr shall have the right to control the defense and settlement of any such claim.

PART C - BUYERS

35. Use of the Marketplace by Buyers is free.

36. By entering into a Transaction with a Seller, Buyers represent that you are able to fulfil any obligations you commit to in a Transaction.

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37. The Buyer authorizes Vuulr to use the logo and name of Buyer in the online and offline marketing of Vuulr and the Marketplace solely for factual marketing purposes. Vuulr shall immediately cease to use the logo and name of Buyer upon the termination of this Agreement.

Warranties by Buyer

38. 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 Marketplace 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

39. Indemnity: Buyers will indemnify, defend, and hold harmless Vuulr and its affiliates, directors, officers, employees, and agents, from and against all third-party claims, damages, liabilities, losses, and expenses (including reasonable legal fees and costs) arising from (i) breach of this Agreement, (ii) infringement of third-party rights, or (iii) misuse of the Marketplace. Vuulr shall have the right to control the defense and settlement of any such claim.

PART D - OTHER

Disclaimers

40. Alterations to the Marketplace: Vuulr is continually updating and improving the Marketplace and reserves the right to modify the functionality, look and feel and layout of Marketplace at any time and for any reason.
41. 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 Marketplace complies with this Agreement or is suitable for all users.
42. No Warranties: Vuulr provides the Marketplace on an "as is" and "as available" basis. You therefore use the Marketplace 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. Vuulr makes no representations or warranties regarding the accuracy, reliability, or completeness of any Listing Information, Content, or Transactions. Without limiting the foregoing, Vuulr makes no representations or warranties:
- a. That the Marketplace will be permitted in your jurisdiction;
 - b. That the Marketplace will be uninterrupted or error-free;
 - c. Concerning any Listing Information, Avails or Content;
 - d. That the Marketplace will meet your business or professional needs;
 - e. That Vuulr will continue to support any particular feature of the Marketplace; or
 - f. Concerning sites and resources outside of the Marketplace, even if linked to from the Marketplace.

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1. Limitation of Liability: To the fullest extent permitted by law:
43. 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. Vuulr's liability shall be limited to the greater of (i) USD 1,000 or (ii) the total fees paid to the Vuulr in the preceding 12 months. This limitation shall not apply to liability arising from gross negligence or willful misconduct.

Miscellaneous

44. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
45. 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.
46. 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.
47. 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.
48. 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 Marketplace.
49. Contacting Vuulr: Please contact us as follows:
 - a. For support-related issues: support@vuulr.com
 - b. For legal, copyright and takedown requests: legal@vuulr.com
 - c. For privacy issues: dpo@vuulr.com
50. Modification: This Agreement may not be modified except by a revised Terms of Service posted by Vuulr on the Website or a written amendment signed by an authorized representative of Vuulr. A revised Terms of Service will be effective as of the date it is posted on the Vuulr Site.
51. Entire agreement: This Agreement incorporates the Terms and the Privacy and 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.

ENDS