

# Terms of Service

Last updated on Apr 18th, 2017

These terms and conditions (the “**Terms of Service**”) govern your access to and use of VeeR’s websites (collectively, the “**VeeR Site**”) and other applications that link to or reference the Terms of Service and the Privacy Policy incorporated by reference herein (collectively, the “**VeeR Service**”). By accessing or using the VeeR Service, you are agreeing to the Terms of Service and the Privacy Policy (collectively, the “**Agreement**”), and concluding a legally binding contract with Velocious Technologies, Inc. (“**VeeR**”). If you do not agree to any of these Terms of Service please do not use the VeeR Services.

## 1. WHO MAY USE THE VeeR SERVICE

### A. Age Requirement

You shall be at least 13 years old to use the VeeR Service. If you are at least 13, but are still a minor (this depends on where you live), you shall have your parent or legal guardian's permission to use the VeeR Service. Please have him or her read this Agreement with you.

### B. Notice to Parents and Guardians

By granting your child permission to use the VeeR Service, you agree to the terms of this Agreement on behalf of your child. You are responsible for monitoring and supervising your child’s use of the VeeR Service. If your child is using the VeeR Service and is either under 13 or does not have your permission, please contact us immediately so that we can disable his or her access.

### C. Warning

Even if you are old enough to use the VeeR Service and/or have your parent’s or guardian’s permission, some of the content available within the VeeR Service may not be appropriate for you. Some content may contain “R-rated” material, including but not limited to: nudity, profanity, and mature subject matter. If you are under 18, do not view such content.

## 2. LICENSE TO USE THE VeeR SERVICE

### A. License

VeeR grants you a limited, non-exclusive license to access and use the VeeR Service for your own personal, non-commercial purposes. This includes the right to view content available on the VeeR Service. This license is personal to you and may not be assigned or sublicensed to anyone else.

### B. Commercial Use

You may not use the VeeR Service for commercial purposes unless you are a small-scale independent production company, non-profit, or artist, in which case you may use the VeeR Service to showcase or promote your own creative works.

### C. Restrictions

Except as expressly permitted by VeeR in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the VeeR Service. Nor will you take any measures to interfere with or damage the VeeR Service. All rights not expressly granted by VeeR are reserved.

### **3. PRIVACY**

Your privacy rights are set forth in our Privacy Policy, which forms a part of this Agreement.

### **4. MEMBERSHIP**

#### **A. Registration**

To fully use the VeeR Service, you shall sign up for an account by providing a channel name and valid email address. You shall provide complete and accurate account information to VeeR and notify us if your information changes. If you are a business, government, or non-profit entity, the person whose email address is associated with the account shall have the authority to bind the entity to this Agreement.

#### **B. Channel Names**

We encourage you to use real names for your channel names. If you are a business, government, or non-profit entity, you shall use the actual name of your organization. You may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable as determined by VeeR.

#### **C. Account Security**

You are responsible for all activity that occurs under your account, including any activity by other users with whom you manage your channels and unauthorized users. You shall not allow others to use your account. You shall safeguard the confidentiality of your password. If you are using a computer that others have access to, you shall sign out of your account after using the VeeR Service. If you become aware of an unauthorized access to your account, you shall change your password and notify VeeR immediately.

### **5. PURCHASES**

You may make payments to VeeR for transactions and services that VeeR offers. All payments are final and non-refundable. However, VeeR may, in its sole discretion, authorize refunds if it determines that the circumstances warrant a refund.

### **6. TERM AND TERMINATION**

#### **A. Term**

This Agreement begins on the date you first use the VeeR Service and continues as long as you continue to use the VeeR Service.

#### **B. Account Deletion**

You may delete your account at any time. Accounts may be deleted from the VeeR Service if they remain inactive (i.e. the user fails to log in) for a continuous period of at least six (6) months.

#### **C. Termination for Breach**

VeeR may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if VeeR determines that you have violated any provision of this Agreement or that your conduct or content would tend to damage VeeR's reputation and goodwill. If VeeR deletes your account for the foregoing reasons, you may not sign up again for the VeeR Service. VeeR may block your email address and internet protocol address to prevent further registration.

#### **D. Effect of Termination and Account Deletion**

Upon termination, all licenses granted by VeeR will be terminated. Sections 6 and 11 through 16 shall survive termination. In the event of account deletion for any reason, content that you submitted may no longer be available. VeeR shall not be responsible for the loss of such content.

### **7. CONTENT RESTRICTIONS**

You may not upload, post, or transmit (collectively, “**submit**”) any video, image, text, audio recording, or other work (collectively, “**content**”) that:

- A.** Infringes any third party’s copyrights or other rights (e.g. trademark, privacy rights, etc.);
- B.** Contains sexually explicit content or pornography
- C.** Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group
- D.** Exploits minors
- E.** Depicts unlawful acts or extreme violence
- F.** Depicts animal cruelty or extreme violence towards animals
- G.** Promotes fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures
- H.** Violates any law

All videos you submit shall also comply with VeeR’s Community Guidelines, which are incorporated into this Agreement.

### **8. CODE OF CONDUCT**

In using the VeeR Service, you shall behave in a civil and respectful manner at all times. Further elaborated, you will not:

- A.** Act in a deceptive manner by, among other things, impersonating any person;
- B.** Harass or stalk any other person;
- C.** Harm or exploit minors;
- D.** Distribute “spam”;
- E.** Collect information about others; or
- F.** Advertise or solicit others to purchase any product or service within the VeeR Site (An exception may be granted, provided you are an official VeeR partner, or advertiser and have a written agreement with VeeR).

VeeR has the right, but not the obligation, to monitor all conduct on, and content submitted to, the VeeR Service.

### **9. LICENSES GRANTED BY YOU**

#### **A. Videos**

- i. License to VeeR. As between you and VeeR, you retain all ownership rights of the video content (“videos”) that you submit to the VeeR Service. By submitting a video, you grant VeeR and its affiliates a limited, worldwide, non-exclusive, royalty-free license and right to copy, prepare derivative works of, distribute, publicly perform and display (through all media now known or hereafter created) for the purpose of (a) displaying the video within the VeeR Service; (b) displaying the video on third party websites and applications through an embedded video or VeeR’s API subject to your video privacy choices; (c) allowing other users to play, and embed the video on third party websites, subject to your video privacy choices; (d) promoting the VeeR Service, provided that you

have made the video publicly available; and (e) archiving or preserving any content for disputes, legal proceedings, or investigations.

ii. License to Other Users. You further grant all users of the VeeR Service permission to view your videos for their personal, non-commercial purposes. This includes the right to temporarily save the video strictly within the VeeR platform, while not producing raw video files, for the sole purpose of offline viewing. The foregoing licenses are in addition to any license you may decide to grant (e.g. a Creative Commons license).

iii. Duration of Licenses. The above licenses will continue unless and until you remove your videos from the VeeR Service, in which case the licenses will terminate within a commercially reasonable period of time. Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely. Please note: removed videos may be cached in search engine indices after removal and that VeeR has no control over such caching.

iv. Sublicense: In the event of a sublicensing opportunity with the intent of generating revenue, VeeR shall cooperate with you, the owner of the video, to agree on written consent.

#### **B. Non-Video Content**

Non-video contents include image content (“**User Images**”), campaign content (“**Campaigns**”), and textual content (“**Text**”). As between you and VeeR, you own all non-video content that you submit to the VeeR Service. You grant VeeR and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from your non-video content.

### **10. YOUR REPRESENTATIONS AND WARRANTIES**

For each piece of content that you submit, you represent and warrant that: (i) you have the right to submit the content to VeeR and grant the licenses set forth above; (ii) VeeR will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party’s rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.

### **11. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless VeeR and its affiliates, directors, officers, employees, and agents, from and against all third-party actions that: (i) arise from your activities on the VeeR Service; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to VeeR violates any law or infringes any third party right, including any intellectual property or privacy right.

### **12. THIRD PARTY COPYRIGHT AND OTHER RIGHTS**

VeeR respects the intellectual property rights of others. VeeR does not endorse any videos or any opinion, recommendation, or advice expressed therein, and VeeR disclaims any and all liability. VeeR does not permit copyright infringing activities and infringement of intellectual property rights on its Services, and VeeR will remove all contents if properly notified that such content infringes on another’s intellectual property rights. VeeR reserves the right to remove contents without prior

notice.

For intellectual property claims, including if you believe that your copyright has been infringed, please send us a notice at [support@veer.tv](mailto:support@veer.tv).

### **13. DISCLAIMERS**

VeeR reserves the right to modify the VeeR Service. You are responsible for providing your own access (e.g. computer, mobile device, internet connection, etc.) to the VeeR Service. VeeR has no obligation to screen or monitor any content and does not guarantee that any content available on the VeeR Service complies with this Agreement or is suitable for all users.

VeeR provides the VeeR Service on an “as is” and “as available” basis. You agree that your use of the VeeR Service shall be at your sole risk. VeeR 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, VeeR makes no representations or warranties:

- A.** That the VeeR Service will be permitted in your jurisdiction;
- B.** That the VeeR Service will be uninterrupted or error-free;
- C.** Concerning any content submitted by any member;
- D.** Concerning any third party’s use of content that you submit;
- E.** That any content you submit will be made available on the VeeR Service or will be stored by VeeR;
- F.** That the VeeR Service will meet your business or professional needs;
- G.** That VeeR will continue to support any particular feature of the VeeR Service; or
- H.** Concerning sites and resources outside of the VeeR Service, even if linked to from the VeeR Service.

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the VeeR Service, and no warranties shall apply after such period.

### **14. LIMITATION OF LIABILITY**

To the fullest extent permitted by law: (i) VeeR shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) VeeR’s total liability to you shall not exceed the amounts paid by you to VeeR over the twelve (12) months preceding your claim(s).

### **15. COMPLIANCE NOTICE PURSUANT TO 18 U.S.C. § 2257**

All pictures, graphics, videos, and other visual media displayed on the VeeR Service are exempt from 18 U.S.C. § 2257 and 28 C.F.R. 75 because they do not consist of depictions of conduct as specifically listed in 18 U.S.C. § 2256 (2) (A) - (D), but are merely, at most, depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995. VeeR is not the primary producer of the visual content contained in the VeeR Service.

### **16. GENERAL PROVISIONS**

#### **A. Governing Law**

This Agreement shall be governed by the laws of the State of California, United States of America, without regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply.

**B. Disputes**

Any action arising out of or relating to this Agreement or your use of the VeeR Service shall be commenced in the state or federal courts located in Los Angeles County, California, United States of America (and you consent to the jurisdiction of those courts). In any such action, VeeR and you irrevocably waive any right to a trial by jury.

**C. 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 VeeR in exercising any right hereunder will waive any further exercise of that right. VeeR's rights and remedies hereunder are cumulative and not exclusive.

**D. 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 VeeR's prior written consent. No third party shall have any rights hereunder.

**E. Notices**

You consent to receive all communications including notices, agreements, disclosures, or other information from VeeR electronically. VeeR may provide all such communications by email or by posting them on the VeeR Service. For support-related inquiries, you may contact us. You may send notices of a legal nature to VeeR at support@veer.tv. Nothing herein shall limit VeeR's right to object to subpoenas, claims, or other demands.

**F. Modification**

This Agreement may not be modified except by a revised Terms of Service posted by VeeR on the VeeR Site or a written amendment signed by an authorized representative of VeeR. A revised Terms of Service will be effective as of the date it is posted on the VeeR Site.

**G. Entire Agreement**

This Agreement constitutes the entire understanding between VeeR and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.