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## TERMS OF USE

1st October 2018

**Binumi Pro Limited (“Binumi” or “we”) operates binumipro.com, which offers professional video creation and management services via a proprietary online, digital, content management platform. All use of the Services available on the Binumi Pro platform is on these Terms. For the avoidance of any doubt these Terms apply not only to Subscribers but to all Users of the Services.**

**Interpretation:** Initially capitalised expressions (Definitions) used in these Terms shall, save where the context otherwise requires, and save as contained in the Mobile Application End-user License referred to below, have the meanings ascribed to them set out in Annex 3 at the end of these Terms.

**Services:** Users are able to upload their own content for inclusion in their videos and to share these socially. Users may use videos created using the Services freely within their business while their subscription remains active. Finished videos may not however be sold except as expressly provided in these Terms and on payment of additional fees. The Services include online tutorials and help sections which give Users the opportunity to learn video making techniques and navigate throughout the platform. An online support and help service provides a 24-48 hour ideal response time.

**Binumi Mobile Application End-user License:** The right for Users to install and use the mobile Application on a Mobile Device is strictly on the terms of the Mobile Application End-user License set out in Annex 4 at the end of these Terms. The terms Application and Mobile Device are more particularly defined in the Mobile Application End-user License.

**Subscriptions:** Binumi Pro has three (3) different categories of Subscription:

1. Brand On-Boarding Cost - One-off fee to set up company-wide Binumi Pro accounts on boarding brand assets & creating templates.
2. Department / Locale Annual License Fee - per company department - Marketing / Branding / Internal Comms covers hosting & platform license and access to 24hr London-based professional edit facility
3. Package Fees - these vary depending on the quantity of video clips seeking to be created. The packages are to be purchased in advance and the License includes 15GB video storage. Additional storage on a per client requirements basis.

\* Fair Usage Definition - Binumi Pro allows for up to 8 / 16 / 24 Instant Turnaround Clip Edits per day depending on package bought. Instant Turnaround Edit: Instant Turnaround Clip Edits are delivered on the Event Day and are compiled from approximately 1- 5 clips shot on that Event Day - Short Vox Pops - Question & Answers - Daily Round-Ups

Event Summary Edit: Event Summary Edits are delivered post the Event Day and usually are compiled of more than 5 clips shot on that Event Day - Panel / Speaker / Attendee Interviews - Event / Panel / Speaker Summaries / Replays / Recaps - Flashbacks - Event Day Highlights

Anything that is not an Instant Turnaround Edit will be charged at a production day rate of £350 per half day

An Event Day: A single 12 hour day created by adding an Event in the Binumi Pro App

**Contents:** These Terms include:

Core Terms  
Annex 1 - Definitions  
Annex 2 - Mobile Application End-User License

## CORE TERMS

### 1. Eligibility

Registration Warranties. By registering to become a Subscriber of Binumi Pro and/or by using the Services, you represent and warrant that:

- a. all registration information you submit is truthful and accurate;
- b. you will maintain the accuracy of such information; and
- c. our use of the Services does not violate any Applicable Law.

Applicable Law. Any application to become a Subscriber is void and the Services may not be used where prohibited by Applicable Law.

### 2. Discretionary Refusal.

Binumi Pro shall be entitled to refuse to accept Subscriptions in its sole discretion.

### 3. Duration of Agreement and Category of Subscription

1. These Terms, as amended from time to time, shall remain in full force and effect for so long as you are a Subscriber or a User of the Services.
2. Where you are a Subscriber who is paying to access the Services your agreement with Binumi Pro shall continue for as long as you continue to pay Charges or until your agreement with Binumi Pro is terminated as provided in Section 7 (Termination).

### 3. Subscription Charges

1. The right of any User to access and use the Services is (save where Binumi Pro allows free use of the Services or any part of them) conditional in all respects on payment of applicable Charges.
2. Charges payable are set out under each different category of Subscription as provided to each client separately and may be changed from time to time.
3. All Charges are payable on 30 day invoice terms.
4. Save where otherwise agreed with Binumi Pro, Charges are payable annually in advance on 30 day terms with the first payment becoming due 30 days after the time of registering to become a Subscriber. Subscriptions may be purchased for longer periods on application.
5. A Subscriber may refresh a Subscription and rights to use the Services at any time by paying Charges for a further subscription period.
6. If Binumi Pro terminates a Subscription because the Subscriber (or any User having the right to use the Services pursuant to such Subscription) has breached any of these Terms, the Subscriber shall not be entitled to a refund of any unused portion of Charges paid.
7. Binumi Pro will treat any personal data provided by a Subscriber in connection with payment of Charges with complete confidentiality and will not release the same to any person save to its payment processing partner responsible for processing payment. You hereby authorise such release and agree Binumi Pro shall have no responsibility for release of such data to such party.

### 4. Refund Policy

Binumi Pro operates a Refund Policy for Subscribers subscribing to use the Services. The terms of the Refund Policy are as follows:

1. A Subscriber who has subscribed to the Services may terminate the Subscription if the account has not been activated at any time within the first 28 days of being accepted as a Subscriber. In such circumstances the Subscriber cancelling his Subscription must do so in writing (email cancellation will be accepted) to be received by Customer Services within the required time frame and Binumi Pro will fully refund all Charges paid by the Subscriber so cancelling.

2. A Subscriber who has subscribed to the Services and who has activated his or its account, but has purchased or used no more than a single item of Content may terminate the Subscription at any time within 10 days of being accepted as a Subscriber. In such circumstances, the Subscriber cancelling must do so in writing (email cancellation will be accepted) to be received by Customer Services within the required time frame and Binumi Pro will fully refund all Charges paid by the Subscriber so cancelling. Subscriptions which do not fall within the scope of Section 4 (1) or this Section 4 (2) are not eligible for cancellation or refund.

## 5. Password

1. When you sign up to become a Subscriber, both you and any Users having access to the Services pursuant to your Subscription will also be asked to choose a Password. Users are entirely responsible for maintaining the confidentiality of their Passwords and all Subscribers agree not to let any third party access the Services using their Password.
2. Each User agrees not to use the account, username, email address or password of another User at any time or to disclose their Password to any third party save where expressly authorised by Binumi Pro. Wrongful use of a Password shall entitle Binumi Pro to suspend Subscription privileges with immediate effect.
3. Save where a specified body of Users is authorised to use a single Password under a Business Subscription or otherwise authorised by Binumi Pro, the right to use the Services is granted for individual use only. Sharing of Passwords by Users with the intent of allowing use of the Services by additional Users under a single Subscription is strictly prohibited and will lead to immediate termination of the right to use the Services. If any Subscriber wishes to allow additional Users to use the Services he/she or it should apply for one or more further Subscriptions.
4. Each Subscriber agrees to notify Binumi Pro immediately if he or it suspects any unauthorised use of his / her or its account or access to his or its Password. Each Subscriber is solely responsible for any and all use of his / her or its account.

## 6. Use by Subscribers and all authorised Users

1. Except as otherwise provided in these Terms, all Content is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Binumi Pro does not represent or warrant that the Content or the Services will meet any Subscriber's requirements or that use of the Content or Services will be uninterrupted or error free.
2. While Binumi Pro has made reasonable efforts to correctly categorise, keyword, caption and title it's Content, it does not warrant the accuracy of such information, nor of any metadata provided with the Content.
3. The Services are for the personal use of Subscribers and authorised Users. They are intended primarily to allow Users to use the Services to create, edit and publish video content..
4. All use of the Services by Users must be proportionate and reasonable.
5. Illegal and/or unauthorised use of the Services, including, without limitation, collecting usernames, user ID numbers, and/or email addresses of Subscribers or other Users by electronic or other means for the purpose of sending unsolicited emails or unauthorised framing of or linking to the Services, or employing third party promotional sites or software to promote profiles for money, is prohibited.
6. Commercial advertisements, affiliate links, and other forms of unauthorised data collection or solicitation may be removed from Subscriber or User profiles without notice or explanation and may result in termination of Subscription privileges. Binumi Pro reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorised use of the Services.
7. Certain footage, image or music files are designated as being attributable to featured artists and the use of such files is subject to commercial restrictions.
8. Without prejudice to any other provision in these Terms, Binumi Pro shall, in addition, and without limitation, be entitled to terminate any Subscription forthwith if it discovers that any User using the Services has misrepresented himself as being the representative of any organisation with which he is not connected or has published any video or other content using the Services under a stolen identity.

## 7. Termination

1. Any agreement entered into by Binumi Pro with any Subscriber for a specific duration shall terminate at the end of the relevant Subscription period if further Charges are not paid for a renewed Subscription period.
2. Notwithstanding any other provision hereof Binumi Pro may terminate any Subscription account and the right to use the Services if the Subscriber or any User accessing the Services under that Subscription account is in breach of any provision of these Terms. Such termination may be effected with or without prior notice irrespective of whether such breach is or has been cured.
3. Without prejudice to the provisions of Section 7(2) above Binumi Pro may terminate a Subscriber's account and his or its right to access the Services at any time with or without notice if the Subscriber or any User authorised by the Subscriber:
  - a. provides any registration information which is untrue or misrepresents his or its identity in any way; or
  - b. accesses the Services using a stolen identity or represents himself as a representative of an organisation with which he is not connected; or
  - c. misuses his or its Password to allow unauthorized Users to access the Services; or
  - d. deconstructs or uses music files with any material other than their own footage
  - e. uses the Services in any manner which is disproportionate or which impacts adversely on any other User; or
  - f. infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity; or
  - g. uses Content in breach of any of the Prohibited Uses specified in Section 8 below; or
  - h. uses the Services for any activity prohibited pursuant to the provisions of Section 11 below; or
  - i. uses the Services in breach of Applicable Law.
4. Binumi Pro reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including, without limitation, private messages, emails and instant messages (collectively, "messages")) by any Subscriber, or to deny, restrict, suspend, or terminate a Subscriber's access to all or any part of the Services at any time, for any reason, with or without prior notice or explanation, and without liability.

Binumi Pro expressly reserves the right to remove a Subscriber's profile and/or deny, restrict, suspend, or terminate a Subscriber's access to all or any part of the Services if Binumi Pro determines, in its sole discretion, that that Subscriber has violated any of these Terms or poses a threat to Binumi Pro, its employees, business partners, Users and/or the public.

## 8. Prohibited Uses

In order to provide complete clarity as to what uses may not be made of Content or the Services the following uses are expressly prohibited and, save as otherwise expressly provided, Users may not:

1. Save where a User has purchased an Extended License, use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;
2. Incorporate the Content in any product that results in a re-distribution or re-use of the Content (such as electronic greeting card web sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;
3. Use the Content in a fashion that is considered by Binumi Pro (acting reasonably) or under Applicable Law to be pornographic, obscene, immoral, infringing, defamatory or libellous in nature, or that would be reasonably likely to bring Binumi Pro or any person or property reflected in the Content into disrepute;
4. Use or display any Content that features a person in a manner:
  - a. that would lead a reasonable person to think that such person uses or personally endorses any business, product, service, cause, association or other endeavour; or
  - b. except where accompanied by a statement that indicates that the Content is being used for illustrative purposes only and any person depicted in the Content is a model, that depicts such person in a potentially sensitive subject matter that would be reasonably likely to be offensive or unflattering to the person reflected in the Content;

5. Reverse engineer, decompile, or disassemble any part of the Services or any computer code comprised within the Services;
6. Remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Content;
7. Sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under these Terms or attempt to do any of the foregoing;
8. Install and use the Content in more than one location at a time or post a copy of the Content on a network server or web server for use by other users;
9. Use or display the Content in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement;
10. Use Content for any commercial, promotional, endorsement, advertising or merchandising use unless expressly otherwise permitted in or by these Terms; Either individually or in combination with others, license or sell the Content, or an element of the Content, (including Content included within a Derivative Work) without obtaining an Extended License; or:
11. Include the Content in any Derivative Work with a view to creating merchandise for sale without obtaining an Extended License.
12. Comprises any use of the Services in any way that does not represent 'fair use' or is otherwise 'excessive'. For these purposes in assessing whether use is fair or excessive the following matters shall be taken into account:
  - a. the purpose and character of the use including in particular whether the use or proposed use is of a commercial nature;
  - b. the nature of the use, including in particular where any use is intended to circumvent any of these Terms either in the short or medium term and either during or after the termination of an active subscription ;
  - c. the amount, substantiality and proportionality of the use, including in particular where the use or proposed use is excessive by reference to any subscription charges payable for such use;
  - d. the effect of the use including where the use transfers Content from the Services for prospective future commercial exploitation.

## 9. Proprietary Rights in Content

1. The Services include video clips, graphics, photographs files, images, musical works, applications and other materials and content of Binumi Pro and its licensors. This Content is protected by copyright, trademark, patent, trade secret and other laws, and, save as otherwise provided herein, Binumi Pro and its licensors own and retains all rights of any and every kind in the Content and the Services.
2. The rights granted to Users as set out in Section 6 above are personal to those Users.
3. Save for the limited license to use the Content granted to all Users, Users shall not be entitled to nor may any User claim any proprietary rights in any Content provided as part of the Services nor may any part of such Content be used as a trademark or service. If a User provides any of content to a third person as part of his or its work product such person shall have no right to reuse the content for any purpose other than a review of that User's work without becoming a Subscriber.
4. When a User uploads Personal Content onto the Binumi Pro Site, such User shall continue to retain all such rights that he or it may have in such Personal Content, subject to the limited license following. Save in the case of a Business Subscriber where no license to use Personal Content is granted by uploading any Personal Content a User hereby grants to Binumi Pro a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Personal Content solely on, through or in connection with the Services, including through Linked Services in any media formats and through any media channels, except that any of Personal Content marked "private" will not be distributed by Binumi Pro outside the Services and Linked Services.
5. Each User represents and warrants that: (i) he or it owns all and any of Personal Content uploaded onto the Binumi Pro Site, or that he or it otherwise has the right to grant the license set forth in this Section 9, and (ii) the uploading of Personal Content on, through or in connection with the Services and/or Linked Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. Each User agrees to pay all royalties, fees, and any other monies owing to any person or entity by reason of the use of any of Personal Content uploaded by that User onto the Binumi Pro Site and disseminated through the Services and/or Linked Services. Each User further agrees to indemnify Binumi Pro and hold it harmless from all and any liability Binumi Pro may incur by reason of that User uploading Personal Content and its subsequent distribution.

6. Binumi Pro performs technical functions necessary to offer the Services, including, but not limited to, the technical processing and transmission of email communications to perform the email service provided as part of the Services, and transcoding and/or reformatting Content to allow its use throughout the Services. Each User agrees and acknowledges that Binumi Pro may send messages including, but not limited to, notifications, special offers, promotions, commercial advertisements, and marketing materials, in connection with the Services. Users can control what type of communications they receive from the Services by logging into their account and choosing the appropriate notifications settings.
7. Binumi Pro reserves the right to limit the storage capacity of Personal Content that Users upload on, through or in connection with the Services.

## 10. Content Posted

1. Please be extremely careful with any of Personal Content or any other information that you choose to upload onto the Binumi Pro Site, that you use through or in connection with the Services and that you provide to other Users. For the avoidance of doubt where you upload content which is available for use by others you are warranting that you have the full right to use such content and to allow other Users and third parties to do so also. Your account profile may not include any form of Prohibited Content, as outlined in Section 8 above. Despite this prohibition, information, materials, products or services provided by other Users or Linked Services may, in whole or in part, be unauthorised, impermissible or otherwise violate these Terms, and Binumi Pro assumes no responsibility or liability for any such material. If you become aware of misuse of the Services by any person or on any Linked Service, please click on the "Contact Binumi Pro" link at the bottom of the Binumi Pro Site pages.
2. Binumi Pro may reject, refuse to post or delete any of Personal Content for any reason, including, but not limited to, the fact that in the sole judgment of Binumi Pro Personal Content violates any of these Terms or may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Binumi Pro assumes no responsibility for monitoring the Services for the purpose of identifying inappropriate content or conduct or for any other reason. If at any time Binumi Pro chooses, in its sole discretion, to monitor the Services, Binumi Pro nonetheless assumes no responsibility for Personal Content, no obligation to modify or remove any inappropriate Personal Content, and no responsibility for the conduct of any User submitting any such Personal Content.
3. Users are solely responsible for the Personal Content that they upload onto or use through or in connection with any of the Services, and any material or information that you transmit to other Subscribers and for your interactions with other Users.

## 11. Content/Activity Prohibited

Without limitation in any way whatever to the Prohibited Uses set out in Section 8 above there are set out below

- a. examples of the kind of content that is either illegal or which it is prohibited to upload onto or to use or display through or in connection with the Services and
- b. examples of the kind of activity which is prohibited.

Binumi Pro reserves the right to investigate and take appropriate legal action against anyone who, in its sole discretion, violates this provision, including, without limitation, removing offending Personal Content from the Binumi Pro Site or otherwise restrict its use in connection with the Services, terminating the Subscription of such violators and/or reporting such Personal Content or activities to relevant law enforcement authorities. Prohibited Personal Content or prohibited activities include, but are not limited to, in the sole discretion of Binumi Pro to:

1. Personal Content that is patently offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. Personal Content that harasses or advocates harassment of another person;
3. Personal Content that exploits people in a sexual or violent manner;
4. Personal Content that contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
5. Personal Content that solicits or is designed to solicit personal information from anyone under 18;
6. Personal Content that publicly posts information that poses or creates a privacy or security risk to any person;

7. Personal Content that constitutes or promotes information that is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
8. Personal Content that constitutes or promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated videos or pirated music or links to the same;
9. Personal Content that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
10. Personal Content that contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
11. Action that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
12. Action that solicits or is designed to solicit passwords or personal identifying information for commercial or unlawful purposes from other Users;
13. Action that involves commercial activities and/or sales without prior written consent from Binumi Pro such as contests, sweepstakes, barter, advertising, or pyramid schemes;
14. Personal Content that includes a photograph or video of another person that has been uploaded without that person's consent;
15. Personal Content that uses sexually suggestive imagery or any unfair, misleading or deceptive Content intended to draw traffic to the profile;
16. Action that Violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.
17. Action that Comprises criminal or tortious activity, including, but not limited to, child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, defamation, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
18. Action that Comprises advertising to, or solicitation of, any User to buy or sell any products or services through the unauthorised or impermissible use of the Services;
19. Action that is activity which circumvents or modifies, attempts to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Services;
20. Action that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;
21. Action that comprises modifying, copying, distributing, downloading, scraping or transmitting in any form or by any means, in whole or in part, any Content from the Services other than Content which you legally upload onto the Binumi Pro Site or which you use or display through or in connection with these Services;
22. Action that comprises providing or using "tracking" or monitoring functionality in connection with the Services, including, without limitation, to identify other Users' views, actions or other activities on the Services;
23. Action that comprises covering or obscuring the safety features (e.g., report abuse button) on your personal profile page, or any page by any means;
24. Action that comprises interfering with, disrupting, or creating an undue burden on the Services or the networks or services connected to the Services;
25. Action that comprises impersonating or attempting to impersonate Binumi Pro or a Binumi Pro employee, administrator or moderator, another User, or person or entity (including, without limitation, the use of email addresses associated with or of any of the foregoing);
26. Action that comprises using the account, username, or password of another User at any time or disclosing your password to any third party or permitting any third party to access your account;
27. Action that comprises selling or otherwise transferring your profile, your email address or URL;
28. Action that comprises using or distributing any information obtained from the Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;
29. Action that comprises displaying an unauthorized commercial advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorised or impermissible use of the Services on behalf of that person, such as placing commercial content on your profile, links to e-commerce sites not authorized by Binumi Pro, posting status or mood updates, blogs or bulletins with a commercial purpose, selecting a profile with a commercial purpose as one of your top friends, or sending messages with a commercial purpose;
30. Action that comprises relaying email from a third party's mail servers without the permission of that third party;

31. Action that Comprises using invalid or forged headers to disguise the origin of any Content transmitted to or through Binumi Pro's computer systems, or otherwise misrepresenting yourself or the source of any message or Content;
32. Action that comprises using any automated system, including, but not limited to, scripts or bots in order to harvest email addresses or other data from the Binumi Pro Site for the purposes of sending unsolicited or unauthorised material;
33. Action that comprises engaging in, either directly or indirectly, or encouraging others to engage in, click-throughs generated through any manner that could be reasonably interpreted as coercive, incentivized, misleading, malicious, or otherwise fraudulent; or
34. Action that comprises using the Services in a manner that is inconsistent with any and all Applicable Law.
35. Action that comprises any use of the Services or any Content from the Multimedia Library in any way that does not represent 'fair use' or is otherwise 'excessive'. For these purposes in assessing whether use is fair or excessive the following matters shall be taken into account:
  - a. the purpose and character of the use including in particular whether the use or proposed use is of a commercial nature;
  - b. the nature of the use, including in particular where any use is intended to circumvent any of these Terms either in the short or medium term and either during or after the termination of an active subscription ;
  - c. the amount, substantiality and proportionality of the use, including in particular where the use or proposed use is excessive by reference to any subscription fee payable for such use;
  - d. the effect of the use including where the use transfers Content from the Services for prospective future commercial exploitation.

## 12. Protecting Copyrights and Other Intellectual Property

Binumi Pro respects the intellectual property of others, and it require that its Users do the same. Users may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. It is Binumi Pro's policy to terminate, in appropriate circumstances, the Subscription of repeat infringers. If any User believes that his or its work has been copied and posted on or through the Services in a way that constitutes copyright infringement, please send us a notification of claimed infringement with all of the following information:

1. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
2. identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Services (providing the URL(s) of the claimed infringing material satisfies this requirement);
3. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. a statement by you, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and
6. your physical or electronic signature.

For the avoidance of doubt, any and all rights of any and every kind in any material uploaded to the Binumi Pro Site by any Subscriber (or any User authorised by such Subscriber to use the Services) belonging to such Subscriber, User or another third party shall remain vested in the owner of such material and shall not under any circumstances be assigned or otherwise transferred to Binumi Pro by reason of such upload.

## 13. Third Party Linked Services

1. Linked Services created by third party developers may be available on, through or in connection with the Services. Linked Services include applications, websites, desktop, wireless, mobile and other services available from third parties which can be installed onto a User's profile or shared with other Users on the Services or which may link to a Subscriber's account from outside the Services. Linked Services may use a

User's profile information, friends and/or other profile content on the Linked Service and share activity events between Binumi Pro and the Linked Service (depending on the features the Linked Service chooses to make available).

2. When a User engages with a third party Linked Service, he or it interacting with the third party, not with Binumi Pro. Binumi Pro does not control the third party, and cannot dictate the actions of such third party. If you choose to use a third party Linked Service, the Linked Service may use and share your data in accordance with the privacy policy of and your privacy settings on such service. In addition, the third party providing the Linked Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Binumi Pro is not responsible for and makes no warranties, express or implied, as to the third party Linked Services or the providers of such Linked Services (including, but not limited to, the privacy practices thereof). Binumi Pro encourages Users not to provide any personally identifiable information to any third party Linked Service unless such Users know and are comfortable with the party with whom they are interacting. Further as provided in Section 9(9) Users agree to indemnify Binumi Pro and hold it harmless from all and any liability Binumi Pro may incur by reason of a User uploading Personal Content and its subsequent distribution whether combined through Binumi Pro's Content or with the content of any other User and whether distributed through Linked Services or otherwise.

#### 14. User Disputes

Users are solely responsible for their interactions with other Binumi Pro Users, third party developers or any other parties with whom they interact through the Services and/or Linked Services. Binumi Pro reserves the right, but has no obligation, to become involved in any way with these disputes.

#### 15. Privacy

Use of the Services is also governed by Binumi Pro's Privacy Policy which is incorporated into these Terms by this reference.

#### 16. Disclaimers

1. Binumi Pro has gone to considerable lengths to ensure that it has all necessary rights to make the Content available to Users as part of the Services. To the extent, however, that any third party claims or other Content infringes its rights Binumi Pro reserves the right to require that a User ceases to use such footage, image or audio clip until the matter is resolved and Binumi Pro expressly disclaims all and any liability it may have to the User in relation to any aspect of its use or restriction of use of such footage, image or audio clip.
2. Binumi Pro is not responsible for and makes no warranties, express or implied, as to the Third Party Content or the accuracy and reliability of such Third Party Content posted through or in connection with the Services or Linked Services, by Users of the Services or Linked Services, and such Third Party Content does not necessarily reflect the opinions or policies of Binumi Pro.
3. In addition, Binumi Pro is not and shall not be responsible for any damage, injury or loss caused to any User by other Users of the Services or by any of the equipment or programming associated with or utilized in the Services or Linked Services.
4. Profiles and Linked Services created and posted by Subscribers on, though or in connection with the Services may contain links to other websites or services. Binumi Pro is not and shall not be responsible for the content, accuracy or opinions expressed on such websites and services, and such websites and services are not necessarily investigated, monitored or checked for accuracy or completeness by Binumi.
5. Inclusion of any linked website or service on the Services does not imply approval or endorsement of the linked website or service by Binumi Pro. When a User accesses any such third party site or service, he or it does so at your own risk. Binumi Pro takes no responsibility and shall not be responsible for third party advertisements or Linked Services that are posted on, through or in connection with the Services or Linked Services, nor shall it be responsible for any goods or services provided by these third parties.
6. Binumi Pro is not responsible for the conduct, whether online or offline, of any User of the Services or any Linked Services.
7. Binumi Pro assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any User communication.

8. Binumi Pro constantly monitors the Services with a view to ensuring they are of the highest quality. The Services, however, consist of many millions of digital and multimedia files and errors will inevitably occur from time to time. Binumi Pro accepts no liability whatever for any such error as may occur and the limit of its responsibility shall be to correct such error in a timely manner as soon as practicable after being informed of the same.
9. Binumi Pro shall not be responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Services or Linked Services or combination thereof, including, without limitation, any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Services or Linked Services.
10. Under no circumstances shall Binumi Pro be responsible for any loss or damage, other than for causing personal injury or death due to its negligence, resulting from use of the Services or Linked Services, attendance at a Binumi Pro event from any third party content posted on or through the Services or Linked Services, or from the conduct of any other Users of the Services, whether online or offline.
11. The Services and Linked Services are provided on an "as-is" basis and as available and Binumi Pro expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Binumi Pro cannot guarantee and does not promise any specific results from use of the Services or Linked Services.
12. In certain instances software and codes you use to communicate with the Binumi Pro Site and with other Users using the Binumi Pro Site may contain restrictions on use. It is the responsibility of every User to familiarise himself or itself with the terms of use of such software and Binumi Pro accepts no responsibility for any royalties or other payments that may become payable to the owners of any such software by reason of a User's use of it.

#### **17. Limitation of Liability**

Without limitation to any of the disclaimers contained in Section 16 above Binumi Pro shall not in any circumstances be liable to any User or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, loss of profit arising from use of the Services or Linked Services, even if Binumi Pro has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein and save in respect of any limitation expressly excluded by law (such as causing death or personal injury by reason of our negligence), Binumi Pro's liability to any User for any cause whatsoever and regardless of the form of the action, will at all times be limited to the Charges paid by that User to Binumi Pro for the Services during the term of the Subscription pursuant to which the User accessed the Services.

#### **18. Disputes**

These Terms and all use of the Services in accordance with these Terms shall be governed by, and construed in accordance with, the laws of England, without regard to its conflict of law provisions. All Subscribers, all other Users and Binumi Pro each agree to submit to the non-exclusive jurisdiction of the English courts to resolve any dispute arising out of these Terms or the use of the Services.

#### **19. Indemnity**

All Users agree to indemnify and hold Binumi Pro, its subsidiaries, and affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable legal fees, suffered by Binumi Pro arising out of their use of the Services in violation of these Terms and/or arising from a breach of these Terms and/or any breach of their representations and warranties set forth in these Terms and/or any of Personal Content that they post on, through or in connection with the Services.

#### **20. Complaints**

If any Subscriber has any complaint about any aspect of the Services he or it must raise the matter with Binumi Pro who shall consider the matter fairly and objectively and whose decision on the matter shall be final.

## 21. Miscellaneous

1. Each User accepts these Terms each time he or it accesses the Binumi Pro Site or uses any of the Services.
2. Each User's agreement with Binumi Pro will, at a minimum, always include these Terms.
3. Each User's access and use of certain Services may require that User to download software or Content to accept additional terms and conditions applicable to such Services, software or Content in addition to these Terms.
4. The failure of Binumi Pro to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
5. The Section titles in these Terms are for convenience of reference only and have no legal or contractual effect.
6. Binumi Pro is a trademark of Binumi Pro Limited.
7. If any provision of these Terms is determined to be unlawful, void or unenforceable, that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## 21. Modification of Terms

Binumi Pro reserves the right to modify these Terms at any time and from time to time, and each such modification shall be effective immediately upon posting on the Binumi Pro Site. Any User's continued use of the Services following any such modification constitutes that User's agreement to be bound by and his or its acceptance of these Terms as so modified. It is therefore important that every User reviews these Terms regularly. If a User does not agree to be bound by these Terms and to abide by all Applicable Law, that User is not authorised to use the Services and must discontinue such use immediately.

## ANNEX 1

### INTERPRETATION

The initially capitalised expressions set out in this Annex 3 shall where used in these Terms, have the meanings ascribed to them as set out below:

#### **Analytics:**

means statistics and insights on account and video activity, including projects created, video plays, and videos shared available to Users of the Services

#### **Applicable Law:**

means all applicable laws, rules and regulations applying to your use of the Services;

Binumi Pro: means both Binumi Pro Limited, a company incorporated in the United Kingdom and 'Binumi Pro', the trade name for the on-line video content platform available to Subscribers who subscribe to use the Services;

#### **Binumi Pro Site:**

means the digital platform through which the Services may be accessed at the url: [www.binumipro.com](http://www.binumipro.com).

#### **Charges:**

mean (i) the subscription charges payable by Subscribers for the right to use the Services as the same are specified under each different category of Subscription on the Binumi Pro Site; and (as applicable) (ii) any charges for additional Users; (iii) any charges for the purchase of an Extended License; and (iv) any other charges levied in connection with a Subscription of any and every kind as; the same may be amended from time to time

#### **Content:**

includes video clips, graphics, photographs files, images, musical works, applications, or any other materials and all other content of Binumi Pro available on the Binumi Pro Site.

#### **Customer Services:**

means the service provided by Binumi Pro for dealing with queries raised by Users relating to their use or prospective use of the Services.

#### **Linked Services:**

includes the applications, widgets, websites or mobile, desktop or other services which are linked with any User's Binumi account.

#### **Mobile Application End-user License:**

means the right for Subscribers to install and use Binumi's mobile Application on a Mobile Device on the terms of the Mobile Application End-user License set out in Annex 2

**Password:**

means that private password selected by each User to access and use the Services.

**Personal Content:**

means any content owned or controlled by a User and uploaded or created by a User for use in conjunction with the Services.

**Publish:**

means sharing Content directly in any way, including without limitation on social media sites such as Facebook and YouTube, emailing of direct video links, hosting and showcasing videos on a User's private video wall created within the Services and inviting others to visit and 'publishing' shall be construed accordingly.

**Refund Policy:**

means the policy allowing Subscribers to claim refunds of Charges in certain limited circumstances specified in Section 4 of the Terms.

**Services:**

provide Users with a non-exclusive license to use Binumi Pro to create, edit and Publish their own videos. Users are able to upload their own content for inclusion in their videos and to share these socially or where authorised to commercialise the same. The Services include online tutorials and help sections which give Users the opportunity to learn video making techniques and navigate the Binumi Pro Site and an online support and help service.

**Subscriber:**

means any person subscribing to use the Services

**Subscriber's Account Page:**

means that page on the Binumi Pro Site containing the Subscriber's account details and other information.

**Subscription:**

means subscription by a Subscriber to use the Services.

**Terms:**

mean these Terms including the Annexes.

**Third Party Content:**

means any Content the rights in which belong to third parties but which Binumi Pro is entitled to license for use by Users on these Terms.



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**User:**

means any person using the Services whether a registered Subscriber, or not, and, for the avoidance of doubt, including all Users using the Services pursuant to a Password issued by agreement between a Subscriber and Binumi Pro.

**You/Your:**

means any Subscriber or User to whom any part of these Terms may apply.

## ANNEX 2

### MOBILE END-USER LICENCE

#### 1. Mobile End-User License Definitions

For the purposes of this section of these Terms only the following initially capitalised expressions shall, where used, have the meanings set out next thereto:

Apple: means Apple, Inc.

Application: means:

- a. the mobile software application accompanying this License, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components;
- b. any updates, modifications or enhancements to the items listed in subsection (i); and
- c. any specific website the Application directs you to via any browser located on a Mobile Device

License: means the license to use the Application set out in this Annex 1 to the Terms.

Mobile Device: means an iPhone or any other mobile device.

Objectionable Content: includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libellous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

Usage Rules: means the usage rules set forth in Apple's App Store Terms of Service which, by downloading the Application, the Subscriber and any User will be deemed to have acknowledged that he has reviewed and agreed and which are incorporated herein by this reference

#### 2. General

The Application is licensed to the Subscriber by Binumi Pro for use by the Subscriber and all Users strictly in accordance with the terms and conditions of the License, and any Usage Rules. By installing the Application, you agree to be bound by this License and understand, without limitation, that there is no tolerance for Objectionable Content. If you do not agree with the terms and conditions of this License, you are not entitled to use the Application.

#### 3. Acknowledgement

Binumi Pro, and not Apple, is solely responsible for the Application and the content thereof and for the avoidance of all doubt the Subscriber and all Users hereby acknowledge, alongside Binumi Pro, that the agreement to use the Services via the Application on these Terms is concluded exclusively between Binumi Pro and the Subscriber (and where applicable any relevant User) and not with Apple.

#### 4. License

Binumi Pro hereby grants to the Subscriber and to any Users a non-exclusive, non-transferable limited right and license to install and use the Application on a single Mobile Device that the Subscriber or any User owns or controls and to access and use the Application on such Mobile Device as permitted by this License, the Usage Rules and these Terms.

## 5. Maintenance

Binumi Pro is solely responsible for providing maintenance and support services with respect to the Application and the Subscriber and all Users hereby acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

## 6. Exclusion of Liability and Warranty

Without prejudice to any other exclusion of liability contained in these Terms the Subscriber and all Users hereby acknowledge and agree that the Application is provided on an 'as is' and 'as available' basis and the use of the Application by the Subscriber and all Users is at their sole risk and discretion.

All representations and warranties regarding the Application and any third party content associated therewith or the Services accessible thereby, whether express or implied and including without limitation any warranties of merchantability or fitness for a particular purpose are hereby excluded and disclaimed.

Binumi Pro is solely responsible for any and all product warranties, whether express or implied by law, that are applicable to the Application to the extent these are not effectively disclaimed. In the event of any failure of the Application to conform to any applicable warranty, the Subscriber may notify Apple, and Apple will refund the purchase price for the Application to that Subscriber. Apple will have no other warranty obligation whatsoever with respect to the Application and the obligation of Apple to make such refund shall be its sole obligation and Apple will, to the maximum extent permitted by Applicable Law, have no liability for any other claims, losses, liabilities, damages, costs or expenses of any kind whatsoever and any failure of the Application to conform to any warranty will be the sole responsibility of Binumi Pro.

## 7. Product Claims

The Subscriber and all Users who use the Services acknowledge that Binumi, not Apple, is responsible for addressing any claims of the Subscriber, any Users or any other third party relating to the Application or the Subscriber's or any Users' possession and/or use of that Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. These Terms shall not limit the liability of Binumi beyond what is permitted by applicable law.

Intellectual Property Rights:

- a. Without prejudice to any other provision of these Terms you hereby acknowledge and agree that the Application and all copyright, trademarks, trade secrets and other intellectual property associated therewith are, and shall remain the property of the Company at all times. Except for the right to install and use the Application on a Mobile Device the Subscriber and all users are not granted any rights in or to the Application whatsoever and all such rights as may exist are reserved to and retained by Binumi Pro.
- b. In the event of any claim from any third party that the Application or the Subscriber or any User's possession or use of the Application infringes the intellectual property rights of that third party you acknowledge that Binumi Pro and not Apple will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

## 8. Objectionable Content

In order to ensure that Binumi Pro provides the best experience possible for everyone, we strongly enforce a no tolerance policy for Objectionable Content.

## 9. Export Control

The Subscriber hereby represents and warrants that (i) he/she/it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she/it is not listed on any U.S. Government list of prohibited or restricted parties.



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#### 10. Developer Name and Address

Should the Subscriber or any User have any questions, complaints or claims with respect to the Application these should be directed to Binumi Pro via the 'Contact Us' link located on the Binumi Pro Site.

#### 11. Third Party Beneficiary

The Subscriber and all Users hereby acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and any agreement concluded containing these Terms, and that, upon the Subscriber's acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against the Subscriber and any Users as a third party beneficiary of these Terms.

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#### Application of Terms

These Terms constitute legally binding terms and govern use of the Services by all Subscribers **and by all Users** where the User is using the Services pursuant to the Subscription of another User. Subscribers are strongly advised to familiarise themselves with these Terms before using the Services or authorising any User to do so.