

USER TERMS - VIDYOLO.COM

1. Introduction

1. Vidyolo ("The Platform"), is an association for Content Sellers and Content Buyers. Vidyolo provides end to end Content Syndication solutions for all types of Production Houses, Studios, Content Networks, Creators and Music Labels (Sellers Side) and OTTs, TV Channels, DTH Service Providers, In-Flight Entertainment, Telecom Companies, IPTV, and others (Buyers Side).
2. One can list and search Movies, TV Series, Web Series, Short film, Music Videos, Short form Infotainment Content and Mobile Games helps the buyers grab the wide range of content at one place.
3. The Content is represented on the Platform as a "Listing". Each Listing is accompanied by "Listing Information" which includes: "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 "Avails" – detail on the contractual availability of rights applicable to a piece of Content.
4. The Platform is owned and operated by V Hunt Digital Media Pvt Ltd (Registration number U72900TG2012PTC083948, an India based company with its business office at 1st Floor, Suja Towers, Gaddiannaram, Hyderabad – 500060, India and Registered office at 201/C, Eden House Apartment, Ramkote, Hyderabad – 500001, India

2. Definition and interpretation

"Content"

means the content including Full Movies, Web Series, Short films, Short Format videos, sound recordings, Music, images (whether moving or still or both), Games (Android / HTML5), multimedia works, materials and information (including any combination of any of the foregoing) (as may be updated from time to time), in respect

of which the underlying copyright is owned, controlled and/or administered by the Seller in whole or in part, save that where Seller does not own or control one hundred per cent (100%) of the Content, then the term "Content" shall refer only to that portion owned or controlled by Seller.

“Content File”	means a digital file containing the Content that is provided or delivered by the Seller in the agreed manner and format.
“Platform Fees”	Sellers may list their Content free of charge and the Buyers may use the services of the Platform free of charge;
“Intellectual Property Rights” or “IPR”	means copyright, patents, industrial designs, trademarks, service marks, design rights, confidential information, trade secrets, artiste and performer rights, whether registered or unregistered, including all applications for protection therein, in any part of the world and whether current or prospective and in any medium, and any other similar rights;
“Digital Device”	means any wireless electronic device which has communications capability, including without limitation, mobile telephone handsets, Laptop, Desktop, Tabs, Television etc.;
“Platform”	means ‘VIDYOLO’ the digital platform operated and managed by or for the V HUNT DIGITAL MEDIA PVT LTD, for the provision of the Content Showcasing to its Customers.
“Registered Users”	A user with intention to transact commercial business consistent with the Purpose in the Platform. These entities must register within the platform by providing and verifying the details required during the registration process. Vidyolo will have absolute discretion as to the registration of the user and may refuse to allow the registration of an applicant for any reason.
“Seller”	Registered Users that have rights in Content that they can make available for licensing. This includes: <ol style="list-style-type: none">I. Parties that own the intellectual property underlying the Content, andII. Parties that have acquired the rights to distribute the content from the original owner.
“Buyer”	Registered Users that wish to acquire rights to publish, broadcast or exhibit Content made available by Sellers in the Platform.

3. Policies

3.1 Vhunt operates the Platform “Vidyolo” in the spirit of openness, convenience and fairness. In accordance with this spirit, Vhunt exerts all reasonable efforts to ensure the protection of copyright within the Platform and the confidentiality of all non publicly available information provided by Registered Users inside the Platform.

3.2 The Platform respects the spirit of creativity underlying all Content. However, it is necessary for these policies to apply:

- a. The Platform will only allow Listings in respect of Content is deemed legal in the country of its original production;
- b. Vhunt retains the right to refuse to accept into the Platform any Listing, Listing Information, Avails or Content that it considers unsuitable for any reason;
- c. All Listing, Listing Information, Avails or Content presented within the Platform is provided solely by the Seller (as defined below). Vhunt makes no representation or warranty of any kind in respect of this material.

3.3 Identity of Registered Users: Registered Users are also referred to in these Provisions as “You” and “Yourself”. These words refer both to yourself as an individual and to the organisation that you represent, and to both Buyer and Seller, as applicable. All individuals participating in the Platform warrant that they have the authority to bind the organisation they represent.

3.4 Use of names: When registering, you must use the name by which you as an individual are ordinarily known and the registered name of your organisation, and provide a valid and functioning business email address. You may not use someone else's name, a generic name, or a name that violates any third party right.

3.5 Account Security: You are responsible for all activity in the Platform that occurs within your account. You must keep your access credentials confidential at all times and must not allow any individual from outside your organisation to access or use your account. If you become aware of an unauthorized access to your account, you must change the password and notify us immediately via vidyolo@vhunt.in

3.6 Alterations to the Platform: Vhunt is continually updating and improving the Platform and reserves the right to modify the functionality, look and feel and layout of Platform at any time and for any reason.

4. NO LICENSE

4.1 Nothing in this User Terms is intended to grant any rights / License to VHUNT to publish the content directly and indirectly for any Territory and the Term but assign the permission to Showcase / List the mentioned content (Metadata / Posters / Trailers / Preview, Sample Content) on its platform “VIDYOLO” that is not in the public domain (Restricted to its B2B Customers only)

- (a) VHUNT can showcase the Content (including without limitation in the form of electronic files or copying the Content onto the computer servers of the VHUNT for the purpose of making the Content Information available to its customers via the Platform.
- (b) use the titles of the Content and the names of the artists/ writers/composers of such Content in connection with the listing / sampling of the Content to its customers;

- (c) copy, reproduce, incorporate and store such files or other such files of electronic instructions containing the Content onto the Platform for the purpose of making Content for listening available to its customers; and
- (d) Promote and Sell the content to its customers with prior approval from the Seller / Content Owner.
- (e) A separate License User Terms will be executed between VHUNT and Content Owner once a content is chosen / selected by VHUNT's Customer for Buy. Commercial can be different for each deals (Depends on Nature of the Customer, Territories, number of content, etc.) and prior information of the commercial will be passed to the Content Owner before any deal.
- (f) Deal with the customer can happen Exclusive / Non Exclusive or Fixed Fee / Minimum Guarantee / Revenue Share Model with the prior consent from the Content Owner.
- (g) A tentative price for the content sales will be intimated by the content owner pre sales so accordingly a customer can be approached and pitch can be made.

5. Warranties

5.1 VHUNT further undertakes, represents and warrants that:-

- a. It has the ability, right and authority to enter into this User Terms; and
- b. It will use commercially reasonable efforts to be in possession of all information required to correctly calculate amounts due to Seller

5.2 Seller warrants that:-

- a. it has the ability, right and authority to enter into this User Terms and to grant the rights herein granted to the VHUNT (When the Content is asked to Sell) and that it has not taken and will not take any action which conflicts with or is inconsistent with such ability, right and authority;
- b. it owns or controls all Content licensed hereunder throughout the Term free of any claim by any third parties unless such Compositions are co-published or co-owned with other third parties, in which case the Seller shall inform the VHUNT in writing of the same prior to the Licensee's use of any such Content;
- c. VHUNT maintains a portal called VIDYOLO (www.vidyolo.com) whereby content buyers can search for available content rights and negotiate deals for such content. By virtue of this User Terms, Seller grants VHUNT the right to display the meta data / posters/ trailers / sample content for the Programmes on VIDYOLO in order to attract further buyers for the Programmes.
- d. Seller warrants that All Listing Information is accurate, complete and current. Vhunt takes no responsibility whatsoever for the accuracy, veracity, completeness or validity of the Listing Information that is uploaded to the Platform by Sellers or for the Content to which it relates.

- e. the use of the Content and Content for Listing by the VHUNT on VIDYOLO pursuant to this User Terms will not infringe the copyright or any other Intellectual Property Rights or proprietary rights of any person, firm or corporation or give rise to any liability towards or claims from any third party, and unless specified in this User Terms or the Licensee receives prior written notification from the Seller, the Licensee's use of the Content in the Territory as envisaged by this User Terms does not require the Licensee to pay any royalties, license fees or other such charges to any other party; and
- f. it will not enter into any exclusive arrangement with regard to any Content which results in any restriction or rescission of the VHUNT's use of such as envisaged by this User Terms and if it enters into such arrangements with any third party, it will inform VHUNT about such developments in writing so its content can be delisted from the platform "VIDYOLO" But in no case the Content Owner can sell the content exclusive to any third party if the same content is sold by VHUNT to its customer and the Term of that deal is still active. Such content can be removed from the customer's service only on expiry of such terms.
- g. Subtitling: Seller will provide sub title (SRT Files) in English for the Videos content. Or else VHUNT shall have the right to subtitle the Programmes, into any language(s) and/or local dialect(s) in the Territory, provided that such subtitling shall not impair the integrity or quality of the Programmes. (POST SALES). VHUNT will be the sole copyright owner of the translation of the transcript(s), and the subtitle of the Programmes in case it does subtitling at its own cost.
- h. EDITING: VHUNT shall have the right to edit, alter and modify the Programmes to the extent necessary for scheduling, technical purposes and censorship approval provided that it violates no moral rights in the Programmes within the Territory. Further Licensee undertakes not to delete, modify or obscure any copyright notices in the Programmes. (Post Sales)
- i. DELIVERY: Seller shall deliver the Materials and Supplemental Materials of the Programme in accordance with the required format and best available content quality in the market. Delivery of the Materials and Supplemental Materials by Seller to VHUNT or to VHUNT's designated agent or carrier is proper delivery and VHUNT shall not be liable for any subsequent default in delivery. Seller shall be responsible for all reasonable costs of delivery of the materials. (POST SALES). Also the Seller can upload the content along with metadata only to facilitate immediate delivery of the content to VHUNT's Customers once a sales deal is executed.
- j. TECHNICAL QUALITY OF THE CONTENT: Seller shall provide the Programmes of technically and physically acceptable commercial broadcast quality, which have best available quality in the market. If any of the Programme is technically or physically defective, VHUNT is entitled to reject those Programme by notice in writing to Seller by email within seven (15) days of receipt of the Programmes. On receiving the notification of rejection of the Programmes from VHUNT, Seller shall deliver to VHUNT replacements of the rejected Programme at Seller's own expense within one week of such notice.

5.3 Buyer warrants that:-

- (a) They have the ability to meet the obligations agreed to with the Seller.
- (b) They will notify Vidyolo immediately (via vidyolo@vhunt.in) if any attempt is made by a Seller to complete a Transaction outside the Platform or otherwise circumvent or breach the terms of this User Terms;
- (c) That they will comply with all obligations in the license User Terms they sign with the VHUNT.

6. Third Party Copyrights and Other Rights:

Vhunt respects the intellectual property rights of all Registered Users. If you believe that your copyright has been infringed, please inform us as soon as possible through vidyolo@vhunt.in. If Vhunt reasonably believes that copyright may be subject to a valid infringement claim within the Platform, it will have the right to take down the material in question and to notify the parties in question.

7. Accounting and Payment

7.1 A Monthly sales report will be mailed to the Sellers by the 10th Day of each month for the previous calendar month and payment will be made within 7 Working Days from the invoice received by the VHUNT.

7.2 For avoidance of doubt, no payment is due if none of Seller's content has been selected by Buyers for streaming on their service.

7.3 All sums of money payable by Vhunt to the Seller shall be in In Indian Rupees for payments in India and in USD for Payments Outside India and all sums of money payable to Vhunt from the Buyer shall be in In Indian Rupees for payments from India and in USD for Payments from Outside India, unless otherwise agreed by the Parties, and subject always to any applicable laws or regulations governing the transactions and money repatriation in the relevant countries.

7.4 All payments by Licensee shall be net of any applicable withholding taxes or any other deductions required by law, and Licensee shall be entitled to make such withholdings and deductions as may be required by applicable law.

8. Indemnity

8.1 Each party agrees to and does hereby indemnify, save and hold the other party harmless from any and all claims, demands, actions, loss and damage (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or connected with any claim by a third party which is inconsistent with any of the warranties, representations, covenants or User Termss made by each such party in this User Terms. This indemnity shall survive any expiry or termination of this User Terms.

8.2 The Seller shall provide all necessary assistance to the VHUNT at its own cost (including assisting in any defence or settlement) in the event the VHUNT faces any claims or suits by a third party arising from the use of the rights granted under this User Terms.

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

9. Assignability

Either party may not assign this User Terms, in whole or in part, without the prior consent of the other party. Provided however that Licensee may assign this User Terms, in whole or in part, without Seller's consent: (a) to an Affiliate, or (b) to any successor in interest of all or substantially all of the assets, stock or business of such Party to which this User Terms pertains. Subject to the above limitations, this User Terms is fully binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and permitted assigns.

10. Term and Termination

10.1 This User Terms begins on the date you become a Registered User of the Platform and continues as long as you have a registered and active account within the Platform.

10.2 Termination by Vhunt: Vhunt may suspend, disable, or delete your account (or any part thereof) or block or remove anything you have submitted if Vhunt determines that you have violated any provision of this User Terms or that your conduct may damage the reputation and goodwill of Vhunt or any other Registered User, or on any reasonable commercial basis. If Vhunt deletes your account for the foregoing reasons, you may not become a Registered User of the Platform again without Vhunt's specific approval.

10.3 Termination by You: You may terminate your account at any time by sending a notice of cancellation to vidyolo@vhunt.in. Upon cancellation of your account, Vhunt will, within 14 business days, disable your account and permanently render unavailable your Listing Information, Avails and/or Content.

11. Post Termination

11.1 The expiration or termination of this User Terms for whatever cause shall be without prejudice to any pre-existing rights and obligations of the parties hereunder.

11.2 Notwithstanding the expiration or termination of this User Terms for whatever cause, any provision of this User Terms capable of being performed or observed after the date of such expiration or termination shall continue to be binding on the parties and in full force and effect.

11.3 VHUNT shall make no further listing / sampling of the Content provided under this User Terms on the termination of this User Terms.

12. Confidentiality and Public Relations

- 12.1 Each party hereto agrees and warrants that neither it nor its respective officers, employees, agents and other representatives (individually and collectively "**Recipients**") shall at any time without the written consent of the other make any disclosure or supply any information to the public or to any third party (other than in confidence to its professional advisers) in relation to any confidential matters arising hereunder or to any confidential aspects of the general affairs of the parties save to the extent required by law.
- 12.2 Neither Party hereto shall use the other's name or refer directly or indirectly to the other in any media release, public announcement or public disclosure relating to this User Terms or its subject matter, including without limitation in any promotional or marketing materials, customer lists or business presentations without its written consent. The foregoing restriction shall not apply to the extent of any public disclosure required by law or stock exchange rule. The Parties may issue a joint press release concerning the existence of this User Terms subject to their mutual consent.
- 12.3 The Parties hereto agree to keep and procure to be kept secret and confidential any and all written and/or oral information of any kind relating to the terms of this User Terms and the business of the other Party and to disclose the same only to those of its employees or contractors only to the extent necessary for each of them to perform his/her duties. The Parties hereto shall impose the above obligation on their respective employees.
- 12.4 The foregoing obligations shall not apply, however, to any part of such information which:
- (a) was already in the public domain or which becomes so through no fault of the receiving party;
 - (b) was already known to receiving party prior to receipt thereof;
 - (c) was disclosed to the receiving party by a third party owing no duty of confidentiality towards the disclosing party in respect thereof;
- 12.5 These obligations of confidentiality shall survive any expiration or termination of this User Terms.

13. **Governing law and jurisdiction**

This User Terms shall be governed by the laws of India, and the parties submit to the exclusive jurisdiction of the Indian courts. The language of the arbitration shall be the English language.

14. **Other Provisions**

- 14.1 Entire User Terms: This User Terms contains the entire understanding of the Parties hereto relating to the subject matter hereof supersedes all prior User Terms and understandings regarding the same.
- 14.2 **Waiver:** *A waiver by either party of any term or condition of this User Terms in any instance shall not be deemed or construed as a waiver of such term or condition in the future, or of any subsequent breach thereof.*

14.3 Remedies are cumulative: *All remedies, rights, undertakings, obligations, and User Terms contained in this User Terms shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or User Terms of either party.*

14.4 Severability: *If any part of this User Terms is determined to be void, voidable, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination the remainder of this User Terms shall continue in full force and effect.*

14.5 Force Majeure: Vh Hunt 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.

14.6 Modification: This User Terms may not be modified except by a revised Platform User User Terms posted by Vh Hunt on the Platform or a written amendment signed by an authorized representative of Vh Hunt. A revised Platform User User Terms will be effective as of the date it is posted on the Platform. By continuing to use the Platform you consent to the terms in the revised Platform User User Terms.

15. Contacting Vh Hunt

15.1 All notices, claims, forms, legal process or other documents served under or in respect of this User Terms shall be addressed to the party to be served at the address of that party hereinbefore appearing or at such other address for service as may be notified by each to the other in writing and shall be sent by registered letter, recorded delivery or registered airmail at its respective address as follows;

Pratap Jain
Director
Email: pratap@vhunt.in
Mobile: +91-8800762299
Skype: pratap-jain

16. Notices

16.1 You consent to receive all communications including notices, User Terms, disclosures, or other information from Vh Hunt electronically. Vh Hunt may provide all such communications by email or by posting them on the Platform.

16.2 Notices shall be deemed given three (3) days after being dispatched save that notice of change of address shall be effective only from the date of its receipt.

16.3 Invoices and reports may also be sent by ordinary mail, email or facsimile transmission which shall be deemed in the case of ordinary mail, to be given three (3) days after

Confidential

posting, and given at the time stated in the outgoing email message or on the facsimile transmission report.

By accessing this website we assume you accept these User Terms. Do not continue to use Vidyolo if
You don't agree to take all of terms stated on this page

ENDS