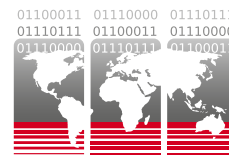


# Terms of Use



**WCPMedia Services**

Swiss Precision in Digital Distribution

YOU MUST BE AN AUTHORIZED USER TO ACCESS OR USE WCPMediaServices PLATFORM (THE “**PLATFORM**”). THE PLATFORM IS NOT OPEN TO OR INTENDED FOR VIEWING OR ACCESS BY ANYONE OTHER THAN AUTHORIZED USERS.

WCPMediaServices’s platform is accessible through [www.wcpmediaservices.com](http://www.wcpmediaservices.com) and is owned and operated by World Content Pole SA (“**WCP**”). The access to the Platform is subject to your acceptance of WCP’s Terms of Use and Privacy Policy. The Terms of Use and the Privacy Policy can be found after you login into your Account (as this term is defined below).

Please read the following terms and conditions carefully (“**Terms of Use**”). These Terms of Use constitute a binding legal agreement between you and WCP for the access and use of the Platform, unless you have entered into a separate agreement with WCP regarding the Services (as this term is defined below).

If you accept or agree to these Terms of Use on behalf of a legal entity (“**Company**”), you represent and warrant that you have the authority to bind Company to these Terms of Use and “you” and “your” will refer and apply to Company and Company’s authorized users. By using the Platform, you consent to WCP’s Privacy Policy and Terms of Use.

## 1. Registration and Accounts.

The Platform provides digital file storage and transmission services which enable you to store, access, send, receive and/or share the “Content” (the “**Services**”). “**Content**” means the content of digital files and folders including but not limited to audiovisual contents, texts, scripts, photos, EPK and any file uploaded or stored by Company onto the Platform.

In order to access and use the Services, WCP will create an account and send you a username and temporary password; you must set up your account and register all necessary information, including Company’s authorized users, under Company’s account (the “**Account**”). You represent that all registered users are 18 years or older and that you have the authority to enter into this agreement and perform the obligations set forth hereunder; that the information provided is accurate, current, and complete and will be kept current, accurate, and complete from time to time. WCP shall have no liability for failure to deliver notices that result from inaccurate Account information or otherwise. WCP reserves the right to suspend or terminate your Account if any information provided during the registration process, or thereafter, proves to be inaccurate, not current, or incomplete.

All Accounts are password protected, and you are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify WCP of any unauthorized use of your password, and WCP shall have the ability to block the Account upon express and written request by the Account administrator.

## 2. Payment.

The mere access to a Content, when you have been invited to open an Account for a Content delivery, is free of charge unless you want to use other Services (such as storage, delivery, transcoding etc. ) which requires payment of a fee. When you open an Account to store and manage your Content or by selecting to register to other Services -when you have been granted access to a Content -you agree to pay all account charges at the prices agreed upon with WCP, and all applicable taxes and other fees that accrue in relation to the use of the Services by you or your authorized users; you expressly authorize WCP to process with the payment method you have provided during the registration for the Services you have selected, in accordance with the applicable Service agreement entered into with WCP. All payments are non-refundable. All fees and applicable taxes, if any, are payable in the currency agreed upon with WCP.

## 3. WCP’s Obligation/Representation and Warranties.

WCP’s obligation to Company is limited to establish and maintain procedures assuring secure access to the Platform and monitoring and ve-rifying the security and integrity of the operating environment. The infrastructure of the Platform offers state of the art security measures to access, transfer and store digital files and data, including back-up storage, and provides sufficient storage capacity to fulfill the Services. To provide first quality Services, WCP’s Help Desk (“**HelpDesk**”) is reachable by Company at any time. By contacting HelpDesk, Company consents (i) to have the telephone conversation recorded and (ii) to authorize HelpDesk to access Company’s information. In the event Help Desk needs to modify the Account/Content, Company will be required to grant HelpDesk temporary access to the Account by written note. WCP’s reporting and tracking information related to the access or use of the Content is solely applicable to information related to the access and use of the Content through the Platform as long as the Content is stored and available on the Platform. WCP warrants uninterrupted access to the Platform except when WCP schedules system maintenance(s) to ensure the highest quality of the Services. WCP will use commercially reasonable efforts to ensure that the Platform be available for use during this time and will use reasonable efforts to perform all maintenance during pre-scheduled maintenance windows.

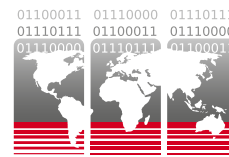


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## 4. Company's Obligation/Representations and Warranties.

(a) When you upload a Content onto the Platform, that Content will be solely available to you and the authorized users assigned to the Account, for you to manage and order delivery to other Accounts (existing Account(s) or Account(s) to be created by WCP per your instructions). By placing a Content in your Account, you represent and warrant that you own or otherwise control all the rights, titles and interests in and to the Content including any copyright, trademark and other intellectual property rights, trade names, logos and other distinctive brand features comprised and/ or associated with the Content, to the extent necessary to store and or deliver such Content; that you have the right to use the names, likenesses of any characters, persons or entities appearing in or in connection with the Content and that such elements can be used by you or by the other Company to which you have delivered such elements, within or apart from the Content. You will be solely responsible to notify to Company to which you have delivered the Content of any restrictions related to such Content or elements thereof.

(b) When you deliver a Content, you represent and warrant that you own or have all the necessary licenses, rights, consents and permissions to deliver such content, and that you have entered into the appropriate agreement, including a license agreement for the use, exploitation or distribution of the Content, with such other Account you are delivering the Content. You also represent and warrant that the Content uploaded onto and/or delivered through the Platform is in compliance with the characteristic of the Content, as defined by you.

(c) When the Content is available in your Account, as delivered by another Company, you represent and warrant that you have the necessary licenses, rights, consents and permissions to access and/or use the Content and that you will strictly comply with the terms of the license, or other similar agreement you have entered into with the owner or rights holder of the Content. You acknowledge that the Content is protected by applicable intellectual property laws and intellectual property rights which are owned or controlled by the Company delivering the Content; you agree that you will not use, modify, rent, lease, loan, sell, distribute and/or create derivative works based on the Content (either in whole or in part) unless you have been specifically authorized to do so in a separate agreement with the rightful owner or licensor of that Content.

COMPANY AGREES AND ACKNOWLEDGES THAT WCP HAS NO RESPONSIBILITY OR OBLIGATION TO MONITOR OR NOTIFY YOU OF ANY NON-COMPLIANCE RELATED TO THE CONTENT STORED ONTO OR DELIVERED THROUGH THE PLATFORM, OR ANY RIGHTS OR LICENSES YOU MAY CHOOSE TO GRANT TO OTHER COMPANY UNDER SEPARATE AGREEMENTS, IF ANY, AND THAT WCP HAS NO OBLIGATION TO ENFORCE OR POLICE, OR AID YOU IN ENFORCING OR POLICING, THE TERMS OR EXTENTS OF THE RIGHTS, LICENSES OR PERMISSIONS YOU HAVE CHOSEN TO GRANT TO OTHER COMPANY.

## 5. Copyright Policy.

You will not use the Platform to store or transmit any Content that infringes any copyrights or otherwise violates or promotes the violation of the intellectual property rights of any third party.

WCP respects the intellectual property rights of others and expects its users to do the same. WCP will respond thoroughly to claims of copyright infringement committed using the Platform or the Services by the copyright owner and, in its sole discretion, if deemed appropriate under the circumstances, WCP may take reasonable steps to either notify Company that uploaded the allegedly infringing Content and/or remove the allegedly infringing Content and/or terminate the Account.

Any copyright infringement claim should be made solely by the owner of the copyrighted work, or its authorized agent (the "Claimant"), in writing, stating under penalty of perjury the exclusive right under the copyright that is allegedly infringed, its name and address and providing substantial evidence of the wrongdoing (the "Claim").

If WCP receives a counter notice from Company stating in writing, under penalty of perjury, that the allegedly infringing Content has been misidentified and should not be removed or should be restored, then WCP will send a copy of such counter notice to Claimant and unless Claimant obtains a court order supporting its Claim, WCP will disregard further Claim.

Notwithstanding the foregoing, nothing stated in this paragraph shall be used as a substitute for seeking a court order against the party which uploaded or transferred the allegedly infringing Content.

Anyone making a false or fraudulent Claim will be liable for any damages sustained by WCP, including legal costs and attorney's fees.

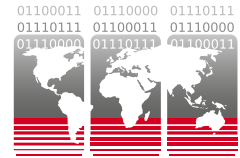


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## 6. WCP's Limitation of Liability.

WCP disclaims to the maximum extent permitted by law any and all (i) warranty against infringement of any third party intellectual property or proprietary rights, (ii) warranty related to the accuracy, reliability, correctness or completeness of the Content made available through the Platform, or (iii) warranty relating to performance or non-performance, acts or omissions by any Company.

In no event will WCP or its affiliate or any party involved in creating, producing or delivering the Services be liable for any direct, incidental, consequential, indirect, special or punitive damages arising from your access, use, misuse, or inability to use the Services in connection with any failure of performance, error, interruption, defect, delay in operation or transmission, due to your computer, internet connection, computer's viruses or Company's IT system failure.

In the event you have a dispute with another Account related to or arising from or in any way connected to the use of the Services, you hereby release WCP from any claims, demands, and damages of any kind and nature arising from or connected with such dispute.

These limitations of liability apply whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis even if WCP has been advised of such possible damage. Because some jurisdictions do not allow the exclusion or limitation of liability of incidental or consequential damages, WCP's liability in such jurisdictions shall be limited to the extent permitted by the applicable law.

Without limiting the foregoing, WCP disclaims all liability of any kind arising from the unauthorized access or use of the Content due to Company's negligence or fault.

## 7. Technical requirements.

In order to ensure a correct usage of the WCP App, specific technical requirements have to be fulfilled. Detailed list of the technical requirements - which is part of the present agreement - may be found at the following link :

<http://wcpapp.wcpmediaservices.com/requirements.html>

## 8. Miscellaneous.

### a. Ownership of Content:

WCP does not claim any ownership rights in any Content that you upload onto the Platform: however, by making Content available through the Platform, you grant WCP the nonexclusive, worldwide, transferable right, on a royalty-free basis, with a right to sublicense this right only to third parties assisting WCP in providing the Services to use, copy, distribute and process the Content through the Platform on your behalf and on behalf of the Company to whom you have granted access, for the purposes of providing the Services and administering your requests, including without limitation, facilitating the secure storage, transfer, and delivery of such Content.

### b. Indemnification:

You agree to indemnify and hold harmless WCP, its directors, officers, managers, employees, and agents from and against any and all claims, losses, expenses, damages and costs (including reasonable attorneys' fees) resulting from your violation of the Terms of Use.

You agree to indemnify and hold harmless WCP, its directors, officers, managers, employees, and agents from and against any and all claims, suits, demands and other liabilities for any third party claims, including trademark or copyright infringement, arising from the storage and/or transmission of any elements comprising the Content you have uploaded onto the Platform and for which WCP furnishes or furnished Services. WCP shall give relevant Company prompt written notice of all suits and claims for infringement it receives and Company hereby agrees to defend WCP and to pay all costs in connection with any infringement action in connection with the Content uploaded onto the Platform.

### c. Force Majeure:

WCP shall not be liable for any interruption or delay in performance of the Platform and or WCP's Services when WCP is unable to perform or is materially hampered from performing because of an act of God, labor strike, war, governmental regulations or other force majeure contingencies.

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## d. Governing Law and Jurisdiction:

These Terms are exclusively construed in accordance with, and governed by, the laws of Switzerland.

Any dispute arising or in connection with the present Terms of Use, being a claim against WCP or against you, will be submitted to the exclusive jurisdiction of the Court of Lugano, Switzerland.

## e. Modifications of the Terms of Use:

WCP may revise these Terms of Use at any time without notice. By using the Platform you are agreeing to be bound by the then current version of the Terms of Use.

## f. General Compliance with Laws:

You agree to comply with all local, state, federal and national laws, statutes, ordinances and regulations that apply to your use of the Platform and your access to the Content.

## g. General:

WCP may freely assign these Terms of Use and the rights granted hereunder without restriction. Nothing in these Terms of Use shall constitute a partnership or joint venture between you and WCP. In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect. WCP's failure to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. The headings and captions are for convenience only and are not to be used in the interpretation of these Terms of Use.

## h. Contacting WCP:

If you have any questions about these Terms of Use, please contact [sales@wcpmediaservices.com](mailto:sales@wcpmediaservices.com)



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