

## VIDEONA PARTICULAR TERMS & CONDITIONS

PLEASE READ CAREFULLY THE FOLLOWING PARTICULAR TERMS AND CONDITIONS. YOUR USE OF THE SERVICES DESCRIBED BELOW WILL IMPLY YOUR PRIOR, EXPRESS AND COMPLETE ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN.

IF YOU DOES NOT AGREE WITH THESE PARTICULAR TERMS AND CONDITIONS DO NOT USE THE SERVICES.

THESE PARTICULAR TERMS AND CONDITIONS ARE PART OF THE WEBSITE'S [LEGAL NOTICE](#).

### 1. PURPOSE

The purpose of these Particular Terms and Conditions is to regulate the use of the Videona platform (hereafter, the Service).

The Service is intended solely for Users older 14 years who are not legally prohibited from receiving or using the Service under the laws of their country of residence or from which they access or use the Service. If you are more than 14 years old, but is a minor (under the laws of your country), you must have permission of your parents or legal guardians to use the Service.

Users who are minors or who do not have the legal capacity to understand and accept these Terms and Conditions, as well as to fulfill the obligations herewith, have restricted the use of part of the Service.

### 2. SCOPE

The use of the Service does not require being previously registered. However, to perform certain actions, it is necessary to have made the download of the application and/or be a registered User.

For the purposes of these Terms and Conditions:

- “Content” are the Videos and the Features created by Users and uploaded on the Platform.
  - “Copyright Licenses” are the intellectual property licenses granted by Users for the Videos embedded in the Platform. These licenses can be configured for all Videos included in a profile or be applied to each one individually.
  - “Features” are software packs with filters, sound and visual effects, transitions and other of Platform extra features, used in creating and editing videos.
  - “Marketplace” is the online store where users can purchase Features, storage space and other Platform functionalities/services, as well as advertise and sell Content.
  - “Privacy Settings” are the parameters set by the user about the level of privacy that their profile and their videos are on the Platform. Users can determine whether the videos are public or private and the Users authorized to view them.
  - “Videos” are the individual videos that Users can upload in the Service.
  - “Videopoints” are the Videona virtual currency, used to purchase items in the Marketplace.
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### **3. REGISTRATION AND PROFILE CREATION**

For using all the functionalities of the Platform the User must create a profile using the registration form or importing the personal data from other social networks. After the registration, Videona will send you an email with a link you must click to confirm your Profile.

The Users can edit the Profile at any time by modifying their personal data and changing their options or preferences. Through the Profile you may modify the Privacy Settings and the Copyright Licenses, manage your Content and access statistics related to them.

### **4. CREATION, HOSTING AND POSTING VIDEOS**

#### **4.1 Scope**

To upload, edit, publish, host, share, rate and recommend videos Users must download the Application and make its register on Videona.

To play and share Videos the prior registration or the download of the Application are not necessary.

#### **4.2 Recording, editing, hosting and publishing Videos**

Registered users can record and edit Videos through the Application using free or purchased Features. Once finished the Video edition, Users can upload it in the Platform, establishing the Privacy Settings and the Copyright Licenses granted on it.

Videona reserves the right to set limits on the amount of storage space for Videos that each User can use.

The Videos uploaded by Users and any other Contents published by them must follow the [Videona Guidelines](#).

#### **4.3 Licenses**

##### **4.3.1. License to other Users**

Users expressly authorize that all or part of the Videos uploaded by them in the Service can be viewed, reproduced or used by other Users, as well as can be incorporated into the profiles that a User can have in social networks and other websites for personal or non-commercial purposes. This authorization is conditioned to the Privacy Settings of the Video.

Users may grant additional licenses by choosing in their Profiles the Copyright License from a list provided by Videona. The Copyright Licenses provided for Videona are [Creative Commons](#).

Users can edit the Copyright Licenses at any time in their Profiles. Such license change may take two (2) business days to be reflected publicly on the Platform. Consequently, the duration of the Copyright Licenses previously granted will be extended until changes are made public.

The User expressly acknowledges and accepts that changes on the Copyright Licenses shall not apply to the Videos previously downloaded by Users through the Platform.

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#### 4.3.2. License to Videona

With respect to the Videos uploaded and published through the Service, the Users grant to Videona a worldwide nonexclusive and free of charges license to use, reproduce, adapt, publicly perform and make available electronically these Videos in whole or in part for (i) showing the videos through the Platform; (ii) displaying videos on websites and third party applications; and (iii) allowing others Users to reproduce, download and embed videos on websites of third parties, in accordance with the Privacy Settings.

#### 4.3.3. License duration

The licenses granted by the Users shall remain valid for the period of time that Users keep the Videos in the Service or until Users delete their Profiles. Notwithstanding the foregoing, Videona reserves the right to retain Videos in case of disputes, investigations and legal proceedings or when may arise responsibilities to Videona from the Service.

### **5. ADVERTISEMENT, SALE AND DOWNLOAD OF VIDEOS FOR USERS**

Registered Users (hereinafter Advertiser) may offer the purchase of Videos by other Users through the Platform. The Advertiser must be of legal age or have the legal capacity, licenses, authorizations and other legal requirements applicable to the sale thereof.

To announce the sale of Videos, the Advertiser shall indicate (i) the price of the Video; and (ii) the Copyright Licenses granted. The Videos will be promoted on the Marketplace, through which registered Users can indicate their interest in acquiring them and contact with the Advertisers.

Videona provides to Advertisers the possibility of allowing the download of Videos for Users interested on them.

Videos shall be announced/sold under the sole responsibility of the User, who guarantees the truthfulness and accuracy of the information published. Users are liable for any action, claim or demand relating to the sale/announcement of the Video, leaving unscathed Videona if such actions, claims or demands are directly against Videona.

Videona merely provides to Users the use of the platform for (i) announcing the sale of their Videos, (ii) contacting the Users interested in purchasing/selling the Videos (iii) enabling the download of the Videos to Users who acquire them. Videona does not manage the trading or sale or intermediate between the Advertiser and the buyers of the Videos and does not control or supervise any of the sales.

The use the Service of selling Videos for any purpose other than expressly provided in this section is prohibited.

### **6. CREATION AND SALE OF FEATURES FOR USERS**

#### 6.1. Scope

Registered Users can create and selling filters, effects and transitions (hereinafter "Users Features"), using the tools and resources provided by Videona through the

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Application. For this purpose, Users must be of legal age and have legal capacity to understand and accept these Conditions, as well as comply with the obligations set forth herein (hereinafter the Seller).

Users Features may be purchased only by registered Users. The acquisition of Users Features is subject also to the "Marketplace Purchase Conditions".

The use of the Service of creation and sale of Features for any purpose other than expressly provided in this section is prohibited.

## 6.2 Remuneration

The Users Features will be sold from the Application for prices in Videopoints established by Videona. After five (5) working days from the date of the purchase, Videona shall transfer to the Seller the amount in Videopoints, corresponding to fifty percent (50%) of the price of the Feature, as a remuneration for the sale.

The Profile closure implies the renunciation by the Seller of the compensation for the sales.

## 6.3 License

Regarding the Features created and offered for sale, User grants to Videona a worldwide, royalty-free, nonexclusive and transferable to third parties license to use, reproduce, modify, change, adapt, create summaries, create derivative works, publicly communicate and make available electronically such Features in whole or in part, in order to allow their use according to the specific functionalities of the Service. This license does not confer the right to compensation or any benefit, with the exception of the remuneration provided in section 6.2.

This license is valid for the period of time that a User keeps the Features for sale, finishing at the time in which the Features are eliminated or suppressed from the Service or withdrawn from sale. The license shall remain in force in the event that a User is deregistered from the Service without removing or deleting the Feature.

The withdrawal of the sale may take two (2) business days to be reflected in the Marketplace, so the duration of the license shall be extended until the Features are no longer publicly available. The cancellation of the license does not affect the rights of Users who have purchased the Features before the cessation of it.

Seller acknowledges that Videona is under no obligation to use, distribute or market the Users Features. Videona reserves the right to restrict or remove Users Features at its discretion.

## **7. ACQUISITION OF VIDEOPOINTS**

### 7.1. Scope

Users can acquire Videopoints through the selling of Features, from Videona awards or by purchasing them.

In order to buy Videopoints, Users must be of legal age or have the legal capacity to understand and accept these Conditions, as well as comply with the obligations set forth herein (hereinafter the Buyer).

### 7.2. Videopoints purchase process

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Buyers can purchase the amount of Videopoints in which they are interested, providing the data and the information requested during the process.

Once completed the purchase process, the Buyer will receive the order confirmation via email (to the address used by the User to register), the charge of the purchase amount will be made through the payment method chosen and finally, the Videopoints will be credited in the Videopoints Balance available in the User Profile. The User will receive the purchase receipt through email.

The deadline for the delivery of Videopoints may vary according to the payment method chosen and it will be previously notified to the Buyer, before the purchase order conclusion.

### 7.3. Economic Conditions

Buyers must pay the price or value of the Videopoints, which will include VAT and/or any taxes that may apply. Also, if there is any discount, price increase or additional fees (e.g., ancillary services, financing or use of payment methods), the Purchaser will be informed of the total price by breaking down the previous amounts, prior to the formalization of the purchase order.

Videopoints purchases are non-refundable.

### 7.4 Privacy Policy

The collection and processing of personal data will be held according to the Privacy Policy terms.

Additionally, customers' data can be communicated to payment methods or gateways, in order to complete the purchase.

### 7.5 Videopoints Balance

The "Videopoints Balance" is the amount of Videopoints available on the User's Profile. This balance can only be used to purchase Items and other Services or Content in the platform.

The Videopoints Balance is non-refundable, non-transferable and has no cash value.

The Videopoints Balance shall not expire while the User keeps his profile. If a User cancels his Profile shall loses the right to use the Videopoints Balance and cannot claim in no case reimbursement of it in cash.

## **8. MARKETPLACE PURCHASE CONDITIONS**

### 8.1. Scope

The purpose of the Service is to allow the purchase of Features, storage space and any other content/services available on the Marketplace (hereinafter, Item).

### 8.2. Items purchase process

Buyers can purchase a license or download an Item exchanging their Videopoints. In order to do it, Buyers must select the desired Item and follow the instructions during the process.

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Once completed the purchase process, the Buyer will receive the order confirmation via email (to the address used by the User to register in the Platform), the charge of the purchase amount will be done on the Videopoints Balance in the User's Profile and automatically will enable the use of the Item.

The Item purchases are non-refundable.

Buyers may make use of legal safeguards applicable when they are applicable to the Item.

## **9. SOFTWARE LICENSE**

In order to access all the Services available on the Platform, Users shall download and install the Application on their mobile device.

Videona grants to Users a personal, revocable, non-exclusive and non-transferable license to download and use the Application software exclusively for the use of the Services under these Particular Terms and Conditions. The software shall not be used, copied, reproduced, transmitted, displayed, distributed, sold, licensed, downloaded or otherwise exploited in any way different from the Service's operation. Users may not do reverse engineer, decompile, disassemble or otherwise create source codes from the software.

Regarding to the Application tool and functionalities that allow Users to create Features, Videona grants to Users a license to use, reproduce and prepare derivative works exclusively for the creation and sale of Features, under these Particular Terms and Conditions.

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