

# VantageUAV Ltd Seller Terms and Conditions

These terms and conditions apply to any person, entity or organisation using the VantageUAV Limited website for the sale or licensing of electronic media (hereinafter referred to as "Seller"). VantageUAV Ltd is a corporation registered in the U.K (hereinafter referred to as "VU").

## 1 Definitions

VU Materials	means all website design, images, layouts, documentation, user guides and other proprietary data or information related to the Website.
Buyer	means the purchaser or purchaser(s) of any media purchased through the Website.
End User Licence	the licence provided to a Buyer to use the Media in accordance with the Buyer's terms and conditions.
Media	means the video content, photographs, and any other form of electronic media owned or licensed by the Seller.
Licence Fees	the money paid or payable by a Buyer to VU to license the Media.
Royalty Fees	the money paid or payable by VU to Seller as a portion of the Licence Fees.
Terms & Conditions	means the terms and conditions set out in this document as amended from time to time.
Sale	means when a Buyer pays VU the Licence Fees and VU grants a licence to use the Media.
Services	means the online services provided by VU to enable Sellers to place Media on the Website for licensing to Buyers.
Website	means the VU website at <a href="http://www.vantageuav.com">www.vantageuav.com</a> including all content.
Writing or 'in writing'	means all forms of written communication and includes e-mail unless otherwise specified.

## 2 Sellers Rights

- 2.1 Seller shall have the right to reasonable use of the Website to promote and license Media for use by Buyer's for the purposes specified in the End User License to be used for any of the following purposes:
- a. invitations, advertising and promotional projects, presentations, film and video presentations, commercials, catalogues and brochures;
  - b. school or university projects;
  - c. social media posts or profile images;
  - d. decorative background on a personal computer or mobile device;
  - e. entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
  - f. online or electronic publications, including web pages, blogs, ebooks and videos;
  - g. other reproductions for personal or promotional purposes, but not for resale, licence or other distribution;
  - h. any other uses approved in writing by VU or Seller.

- 2.2 Seller shall have the right to determine the License Fees to be paid by the Buyer for any licence to use the Media in accordance with the terms of the End User License.
- 2.3 Seller shall have the right to offer the Media on a 'make an offer' basis whereby the Buyer may offer an alternative amount of payment, or to offer an alternative form of compensation other than financial payment or any combination of such for any licence to use the Media in accordance with the terms of the End User License.
- 2.4 Seller shall have the right to reject any offer to purchase the Media via the 'make an offer' option.
- 2.5 Seller shall have the right to add, modify and withdraw Media from the Website at any time.
- 2.6 All rights to Title and ownership of the Media and copyright in any Media remains solely with the Seller, and no rights other than those specified in these Terms and Conditions shall pass to the Buyer or to VU.

### **3 Seller's Obligations**

- 3.1 Seller agrees that VU shall be the worldwide exclusive seller of all Media made available for Sale through the Website
- 3.2 Seller will direct any and all enquiries received by Seller for licensing of the Media to the Website. For the avoidance of doubt this clause shall not restrict Sellers from showcasing their Media through various online platforms such as YouTube, Vimeo or even personal website, subject to Seller making clear to any viewer of the Media that such Media is exclusively available via the Website.
- 3.3 In order to use the Services to make Media available on the Website Seller is required to establish an online account at the Website.
- 3.4 Except to the extent expressly permitted in these Terms and Conditions, the rights granted to Seller in these Terms and Conditions are subject to the following restrictions:
  - a. Seller shall not licence, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website or any portion of the Website, including any VU Materials,
  - b. Seller shall not frame or utilize framing techniques to enclose any trademark, logo, or other VU Materials (including images, text, page layout or form) of VU;
  - c. Seller shall not use any metatags or other "hidden text" using VU's name or trademarks;
  - d. Seller shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the VU Materials except to the extent the foregoing restrictions are expressly prohibited by applicable law;
  - e. Seller shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website;
  - f. Seller shall not access the VU Materials in order to build a similar or competitive website or service;
  - g. except as expressly stated herein, no part of the VU Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.
- 3.5 By submitting Media to the Website, Seller grants VU a fully paid, worldwide, royalty-free, non-exclusive right to sub-licence, distribute, reproduce, adapt, derive revenue or other remuneration from, and communicate to the public Seller's Media (in whole or in part) in any format for promotion of the Website. Such rights include creation of standalone video clips, video clip compilations, advertising posters, images and any similar means or formats. This right includes the option for VU to add its own logo to any Media.

- 3.6 Seller may not offer for sale audio content through the Website, but may provide a link to the source of the audio content such that Buyers can access third party content and purchase it directly from them.
- 3.7 Seller shall not, except as expressly permitted in the Terms make available any Media that:
- a. Seller does not have a right to make available under any law or under contractual terms;
  - b. infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;
  - c. intentionally or unintentionally violates any applicable local, national or international law or regulation, or any order of a court
  - d. is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable;
  - e. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - f. promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual, group or organisation;
  - g. is violent or threatening or promotes violence or actions that are threatening to any other person; or
  - h. promotes illegal or harmful activities;
- 3.8 Seller will not, except to the extent expressly authorized by these Terms and, Conditions,
- a. reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of the Website, Services (including Sellers Account), VU Materials, or access to or use of the Website, VU Materials;
  - b. upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - c. use the Website, Services, or VU Materials or any part thereof for any other commercial purpose, including, but not limited to communicating or facilitating any commercial advertisement or solicitation.
- 3.9 Seller will not, under any circumstances:
- a. interfere or attempt to interfere with the proper functioning of the Website, Services or VU Materials, or connect to or use the Website, Services or VU Materials in any way not expressly permitted by the Terms;
  - b. systematically retrieve data or other content from our Website, to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
  - c. use, display, mirror or frame the Website or any individual element within the Website, VU Materials, any VU trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without VU's express prior written consent;
  - d. intercept, examine or otherwise observe any proprietary communications protocol used by a client or server of the Services, whether through the use of a network analyzer, packet sniffer or other device;
  - e. make any automated use of the Website, Services, or VU Materials, or take any action that imposes or may impose (in VU's sole opinion) an unreasonable or disproportionately large load on the Website, Services or VU Materials;
  - f. bypass any robot exclusion headers or other measures VU takes to restrict access to the Website, Services or VU Materials or use any software, technology or device to send content or messages, scrape, spider or crawl the Website, Services or VU Materials or harvest or manipulate data;

- g. use, facilitate, create, or maintain any unauthorized connection to the Website, Services or VU Materials, including, but not limited to any connection to any unauthorized server that emulates, or attempts to emulate, any part of the Website, Services or VU Materials, or any connection using programs, tools or software not expressly approved by VU;
- h. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Website, Services or VU Materials, or to obtain any information from the Website, Services or VU Materials;
- i. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Media transmitted through the Website or Services;
- j. upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- k. solicit or attempt to solicit personal information from other users of the Website;
- l. use the Website, Services or VU Materials to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

#### **4 VU's Rights**

- 4.1 Although VU does not generally monitor user activity occurring in connection with the Website, VU may, but is not obligated to, monitor or review the Media at any time.
- 4.2 VU shall have the right, in its sole discretion, to remove any Media for any reason if in VU's reasonable opinion such Media violates the Terms or any applicable law.
- 4.3 if VU becomes aware of any possible violations by Seller of any provision of the Terms, VU reserves the right to investigate such violations, and VU may, at its sole discretion, immediately terminate Seller's licence to use the Website.

#### **5 VU's Obligations**

- 5.1 VU will use its best endeavours to provide the Services with minimum disruption. However, VU does not guarantee that the Service will always function without disruptions, delay or other imperfections.
- 5.2 VU may change certain technical features of the Services from time to time in order to keep pace with the latest demands and technological developments, providing that any such changes do not have a materially detrimental effect on the ability Seller to use the Services.
- 5.3 VU shall maintain the Services such that any defects or faults identified by Seller shall be resolved by VU within a reasonable period of time, taking account of the severity and impact on the ability of Seller to use the Services.
- 5.4 The Services may incorporate software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Service falls under the scope of this Agreement at VU's cost, and VU shall ensure that the use of any such third party software shall comply with any applicable laws and regulations.
- 5.5 VU shall License the Media to Buyers on behalf of Seller and shall collect License Fees from Buyers.
- 5.6 VU shall pay Seller Royalty Fees for each completed Sale by banks transfer or PayPal monthly in arrears paid on or before the 14<sup>th</sup> day of each Month.

- 5.7 Royalty Fees shall be payable to Seller based on the quantity (number) of made Media available for sale on the Website (or as may be amended by VU from time to time upon one months' written notice from VU to Seller):
- a. 1 to 49 products available, Seller will receive Royalty Fees calculated as 50% of the License Fees;
  - b. 50 to 99 products available, Seller will receive Royalty Fees calculated as 55% of the License Fees;
  - c. 100 to 249 products available, Seller will receive Royalty Fees calculated as 60% of the License Fees;
  - d. 250 to 499 products available, Seller will receive Royalty Fees calculated as 65% of the License Fees;
  - e. Over 500 products available, Seller will receive Royalty Fees calculated as 70% of the License Fees;

## **6 Warranty and Limitation of Liability**

- 6.1 VU makes no representations or warranties regarding the conduct of Buyers or other users of the Website or the Services or their compatibility with any current or future Buyers or users of the website or the Services.
- 6.2 Seller agrees to take reasonable precautions in all communications and interactions with other users of the Website or Services, particularly if any arrangement is made to contact any Buyer or other user of the Website or Services, and Seller acknowledges and agrees that VU is not required to conduct any background checks on any Buyer or user of the Website or the Services.
- 6.3 Seller agrees that in no event shall VU be liable for any indirect, incidental, special, exemplary or consequential damages arising out of, or in connection with the Website or the Services, including without limitation and damages resulting from the loss of use, Media, Data or profits whether or not VU has been advised of the possibility of such damages.
- 6.4 VU assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any Media (including but not limited to Media owned by Seller), user communications or personal setting related to the Services.
- 6.5 VU may use various ways of verifying information that Buyers and other Website users have provided. However, none of those ways are perfect, and Seller agrees that VU will have no liability arising from any incorrectly verified information.
- 6.6 VU does not make any other warranties, express or implied, regarding the Website or its operation, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. VU shall not be liable to Seller or any other person or entity for any punitive, special, indirect, consequential, incidental or other similar damages, costs or losses arising out of the licensing of any Media, even if VU have been advised of the possibility of such damages, costs or losses.

## **7 Indemnity**

- 7.1 Seller agrees to indemnify VU against any claims, damages, losses, expenses or costs, including reasonable legal costs, arising in any manner whatsoever from any breach by Seller of these Terms and Conditions.

## **8 Termination**

- 8.1 Seller terminate any Services provided by VU by:
- a. notifying VU at any time in writing, and
  - b. closing Seller's account for all of the Services used by Seller.

- 8.2 VU may terminate any Services provided to Seller at any time without notice for cause in VU's reasonable sole discretion.
- 8.3 Furthermore, if VU becomes aware of any possible violations by Seller of the Terms and Conditions, VU reserves the right to investigate such violations. If, as a result of the investigation, VU believes that and criminal activity has occurred, VU reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. VU is entitled, except to the extent prohibited by applicable law, to disclose any information on the Website or in the Services, including Seller's Media to such legal authorities.
- 8.4 Upon termination of any Service, Sellers right to use the Services will automatically terminate immediately.
- 8.5 Termination of any Services includes removal of access to such Service and barring of any further use of the Services, including deletion of any passwords and related information, files and Media associated with or inside Seller's Account (or any part thereof).
- 8.6 VU will not have any liability whatsoever to Seller for any suspension or termination, including for deletion of Sellers Media.
- 8.7 All provisions of these Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

## **9 Force Majeure**

- 9.1 Notwithstanding any other provision of these Terms and Conditions, neither party shall be liable to the other for any failure of performance hereunder caused by an event of force majeure, which shall include an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of governments or other competent authority, industrial disputes of any kind, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions or persons or bodies for whom neither party is responsible, or any other cause whether similar or dissimilar outside either party's control.

## **10 General Terms**

- 10.1 These Terms and Conditions shall be binding upon any Seller making Media available for licencing to Buyers on the Website, and shall apply to the exclusion of any other terms that Seller may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 10.2 Seller consents to receive communications from VU in an electronic form, and Seller further agrees that these Terms and Conditions, and all other agreements, notices, disclosures, and other communications that VU provides electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.
- 10.3 VU may transfer its rights and obligations under these Terms & Conditions to another organisation, and will always notify Seller in writing if this happens, but this will not affect Sellers rights or obligations under these Terms & Conditions.
- 10.4 These Terms & Conditions constitute the entire agreement between the parties. Seller acknowledges that it has not relied on any other statement, promise, representation, assurance or warranty made or given by or on behalf of VU.
- 10.5 Any descriptive matter or advertising issued by VU, and any descriptions or illustrations on the Website, are issued or published for the sole purpose of giving general information. They shall not form part of these Terms & Conditions or have any contractual effect.
- 10.6 Each provision of these Terms & Conditions operates separately. If any court or relevant authority decides that any provision is unlawful, the remaining provisions will remain in full force and effect.

- 10.7 The failure of VU at any time to require performance of any provision or to resort to any remedy provided under these Terms and Conditions shall in no way affect the right of VU to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by VU of any breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by VU..
- 10.8 These Terms & Conditions are governed by the Laws of the U.K (“United Kingdom”, and the parties agree to submit to the exclusive jurisdiction of the courts of the U.K.