

VIDEO FOOTAGE LICENSE AGREEMENT

Welcome! This Platform is owned and operated by Uneekstock. By accessing and using this Platform, each User agrees to be bound by these Terms. These Terms form a legally binding contract between:

- (a) each Videographer who uploads Footage onto the Platform and each Purchaser who purchases that Videographer's Footage;
- (b) Uneekstock and each Videographer; and
- (c) Uneekstock and each Purchaser.

If a User objects to anything in, or otherwise does not agree to these Terms, the User is not authorised to and must not use this Platform, including by uploading or purchasing Footage on the Platform. These Terms supplement any Uneekstock policies and terms of use, including the Uneekstock Terms and Conditions available here www.uneekstock.com.

Definitions

In these Terms, capitalised terms have the meaning set out in this clause.

Actor means a person featured or depicted in Footage.

Comp Footage means watermarked, low resolution, test, sample Footage.

Footage means any moving images, animations, films or videos, including the audio/visual representations, recorded in any format that are available for license from this Platform.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).

Platform means this marketplace accessible at www.uneekstock.com.

Purchaser means any person who purchases Footage available on the Platform.

Terms means these License Terms and Conditions.

Uneekstock means Ugly Brother Products Pty Ltd t/as Uneekstock (ABN 46 614 048 823).

User or Users refers to Videographers, Purchasers or any Visitors of the Platform.

Videographer means any person who uploads Footage onto the Platform.

Visitors means any visitor of the Platform.

1. The Platform

(a) Each User understands and agrees that the Platform is an online introductory platform only and that Uneekstock's responsibilities are limited to facilitating the availability of the Platform.

(b) Uneekstock is not a party to any agreement between Users and has no control over the conduct of Users. Uneekstock disclaims all liability in this regard, as set out in these Terms.

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- (c) Uneekstock is not a labour hire or an employment agency. By accessing or using the Site, you acknowledge that Videographers are not employees, contractors, partners or agents of Uneekstock.
- (d) Each Videographer appoints Uneekstock as its limited payment collection agent solely for the purpose of accepting payments from Purchasers.

1. Acceptance

- (a) A User's use of the Platform indicates that:
- (b)
 - (b.i) the User has had sufficient opportunity to access these Terms and contact Uneekstock;
 - (b.ii) the User has read, accepted and will comply with these Terms; and
 - (b.iii) the User is 18 years or older or has the approval of their legal guardian.

1. License from Videographer to Uneekstock and Videographer Representations

- (a) Videographers are permitted to post, upload, publish, submit or transmit Footage.
- (b) By making Footage available on or through the Platform, the Videographers grants to Uneekstock a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the Footage, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such Footage on, through, or by means of Platform.
- (c) By making Footage available on or through the Platform, the Videographer warrants that any Footage uploaded onto the Platform by the Videographer is the Videographer's original work and does not infringe the intellectual property rights or any third party and is not in breach of any law
- (d) Each Videographer agrees that it is solely responsible for all Footage that it makes available through the Platform. Each Videographer represents and warrants that:
 - (i) it is either the sole and exclusive owner of all Footage that it makes available through the Platform and that the Footage is the Videographer's original work; or
 - (ii) that it has all rights, licences, consents and releases that are necessary to grant to Uneekstock and the Purchaser, the rights in such Footage, as contemplated under these Terms; and
 - (iii) neither the Footage nor the posting, uploading, publication, submission or transmittal of the Footage, or Uneekstock's or the Purchaser's use of the Footage (or any portion thereof) on, through or by means of the Platform will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

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- (a) Each Videographer warrants and represents that:
- (i) it grants Uneekstock the right to feature their Footage on the Platform;
 - (ii) there are no legal restrictions preventing it from agreeing to these Terms;
 - (iii) it will not upload Footage onto the Platform that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred or discrimination, blasphemous or illegal; and
 - (iv) subject to these Terms it consents to any act or omission by a Purchaser which would otherwise constitute an infringement of its Moral Rights.

1. License from Videographer to Purchaser

- (a) Each Videographer grants each Purchaser of their Footage a perpetual, non-exclusive, revocable, non-transferable and world-wide licence to use the Footage, subject to the limitations set out in these Terms.
- (b) The license granted under subclause (a) is a **single use license**, authorising one natural person to download and use the Footage in productions (including, but not limited to, film, video, advertisement or other multimedia production displayed or distributed to the public by any means), in connection with a live performance or on websites.
- (c) Any Comp Footage is made available for testing purposes and for enabling Purchasers or Visitors to determine the suitability of the Footage to which the Comp Footage relates, it **does not** grant Purchasers or Visitors a right to display, distribute or incorporate the Comp Footage into any final materials, productions, live performances or websites.

1. Restrictions on use of licensed Footage

- (a) Visitors and Purchasers must not:
- (b)
- (b.i) use the Footage, other than as expressly provided for by these Terms;
 - (b.ii) portray any Actor in an offensive manner or in connection with pornography or adult videos, escort, dating or adult entertainment services or tobacco, weapons, ammunitions, or liquor advertising or promotion;
 - (b.iii) portray any Actor in a political context;
 - (b.iv) portray any Actor as suffering from a psychological or physical condition, infirmity, injury or ailment;
 - (b.v) portray any Actor as engaging in or promoting any immoral or criminal activity;
 - (b.vi) depict Footage in a manner that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging,

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- indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred or discrimination, blasphemous or illegal;
 - (b.vii) sell, distribute, share or transfer Footage to third parties other than as specifically provided for in these Terms;
 - (b.viii) use Footage in a manner that infringes third party rights, including their intellectual property rights;
 - (b.ix) use Footage to sell products or services to consumers in a manner that leads consumers into error or creates a false impression;
 - (b.x) use Footage (in whole or in part, including any still of the Footage) as a trade mark or other indication or origin; or
 - (b.xi) represent (expressly or by implication) that the Footage was created by a person other than the Videographer in whom the copyright in the Footage subsists.
- (a) Visitors and Purchasers must:
- (b)
 - (b.i) credit any Footage they download or use in the following manner “Name of Videographer who uploaded the Footage/Uneekstock”; and
 - (b.ii) depict credit attributions in a manner that makes them easily readable on each occasion that the Footage is used.
- (a) Each Visitor and Purchaser warrants and represents that:
- (b)
 - (b.i) there are no legal restrictions preventing it from agreeing to these Terms;
 - (b.ii) in making use of Footage it will not breach any law nor these Terms; and
 - (b.iii) in making use of Footage, it may create derivative works of the Footage in accordance with these Terms, but must not otherwise infringe the Moral Rights of the Videographer who owns the Footage.

1. Consumer Guarantees

- (a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer Users with rights, warranties, guarantees and remedies relating to the provision of services by Uneekstock, which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) If a User is a consumer as defined in the ACL, the following notice applies to the User from Uneekstock. Uneekstock guarantees that the services it provides to Users via the Platform will be rendered with due care and skill, fit for the advertised purpose, or the purpose advised to Uneekstock by a User (unless Uneekstock considers and has disclosed to that User that this purpose is not achievable), and will be supplied within a reasonable time. To the extent that Uneekstock is unable to exclude liability, Uneekstock’s total liability for loss or damage suffered or incurred by a User is limited to Uneekstock re-supplying services to the User, or at Uneekstock’s option,

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- refunding to the User the amount paid to Uneekstock for the Services to which the claim relates.
- (c) Nothing in these Terms excludes a User's Statutory Rights as a consumer under the ACL. The User agrees that Uneekstock's liability for services provided to the User who is a consumer is governed solely by the ACL and these Terms.
 - (d) To the fullest extent allowable under applicable law, Uneekstock disclaims all warranties, representations and conditions (except for the User's Statutory Rights), whether express or implied, including any warranties, representations and conditions that the Platform, Footage or Uneekstock services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.

1. Disclaimers

- (a) Uneekstock may at its sole discretion remove any Footage that is offensive or in breach of these Terms, and block any User, in its sole discretion.
- (b) Each User is solely responsible for determining the suitability of the Platform and the suitability of uploading/downloading Footage onto/from the Platform and any reliance on information that is provided to a User via the Platform is at the User's own risk.
- (c) Uneekstock does not guarantee that Videographer Footage will be requested by any Purchaser nor does Uneekstock guarantee that Purchasers will be able to find desirable Footage.
- (d) Uneekstock does not endorse any Footage, does not perform any sort of background checks of Users and does not confirm Users' identity.
- (e) Uneekstock is not liable for and cannot and does not control the content contained in any Footage, or the quality or legality of any Footage. Any issues regarding the content contained in any Footage, or the quality or legality of any Footage are between the Videographer and the Purchaser.
- (f) By using the Platform and uploading or purchasing Footage, each User agrees that any legal remedy or liability that it seeks to obtain for actions or omissions of other Users or third parties will be limited to a claim against that User or third party.
- (g) Notwithstanding Uneekstock's appointment as limited payment collection agent of each Videographer, Uneekstock explicitly disclaims all liability for any acts or omissions of Videographers or any other third parties.
- (h) To the fullest extent allowable under law, Uneekstock will not be liable for any loss, damage, cost or expense whether direct, indirect, special, consequential and/or incidental, including loss of profit, loss of data, loss of goodwill, service interruptions, computer damage, system failure, the cost of substitute products or services or for any damages for emotional distress, loss of production, opportunity, access to markets, reputation, use or any indirect, remote, abnormal or unforeseen loss, or any loss or damage relating to business interruption, loss of programs or other data on the User's information system, suffered by a User or claims made against a

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User, arising out of or in connection with the Platform, content on the Platform (including Footage) and inability to access or use the Platform or Platform content (including Footage), even if Uneekstock was expressly advised of the likelihood of such loss or damage.

1. Indemnity

2.

(2.a) Each User agrees to defend, indemnify and hold harmless Uneekstock, including its parent, related bodies corporate, officers, directors, contractors, employees and agents, from and against any claim, action, suit, demand, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or in connection with the User's use of or access to the Platform, any breach by the User of these Terms, any wilful, unlawful or negligent act or omission by a User, and any violation by the User of any applicable laws or the rights of any third party.

1. Termination

Uneekstock reserves the right to refuse supply of services requested by any User, terminate the User's account on the Platform, terminate its contract with any User, and remove or edit content on the Platform, if the User commits a non-remedial breach, or a remedial breach that is not remedied within 5 days, in Uneekstock's sole discretion.

1. General

2.

(2.a) **Jurisdiction and Applicable Law:** These Terms, use of this Platform, the services and any dispute arising out of any User's use of the Platform, or services is subject to the laws of Victoria and is subject to the exclusive jurisdiction of the courts operating in Victoria.

(2.b) **Entire Agreement:** These Terms and any document expressly referred to in them, including the Uneekstock Marketplace Terms and Conditions, represent the entire agreement between Uneekstock and each User, and supersede any prior agreement, understanding or arrangement between Uneekstock and each User.

(2.c) **Conflict or Inconsistency:** If there is a conflict or inconsistency between these Terms and the provisions of the Uneekstock Marketplace Terms and Conditions or any other terms and conditions published by Uneekstock from time to time, these Terms prevail to the extent necessary to resolve the conflict or inconsistency.

(2.d) **Amendments:** Uneekstock may amend these Terms from time to time, and will give the User 14 days' notice of the varied Terms. Use of the Platform following any such amendments will be deemed to be confirmation that the User accepts those amendments. If a User has reasonable grounds to believe that the varied Terms will be detrimental to

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their rights, the User may terminate this agreement without penalty within 14 days' of receiving the notice of varied Terms. Uneekstock recommends that each User check the current Terms, before continuing use of the Platform. Uneekstock's agents, employees and third parties do not have authority to change the Terms.

For questions and notices, please contact:

Sublime Video productions trading/as Uneekstock (ABN tel:40820481469).

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