



Vevo – GENERAL TERMS AND CONDITIONS

1. GENERAL

- 1.1 These general terms and conditions (“**General Terms**”) govern the contractual relationship between Vevo (referred to as “**Vevo**” or “**We**”) and the customer (“**You/Your**”) of the subscription services, which allow for (i) recording, viewing and distribution of audio-visual content recorded on a Vevo camera (“**Content**”) by way of either live (i.e. simultaneous or nearly simultaneous) streaming and/or subsequent on-demand download or streaming through either the Vevo website or the Vevo application (together the “**Vevo Platforms**”), and/or (ii) analysis and editing tools and League Exchange (iii) associated services made available by Vevo to You from time to time, and/or (iv) Content distributed through or interacting with various partner applications through Vevo’s application programming interface (“**Vevo API**”) (collectively the “**Services**”). If You are residing in North America Vevo will mean Vevo Technologies Inc., company registration no. 84-2079010, if You are residing in Australia and Pacific Islands Vevo will mean Vevo Technologies Australia Pty Limited ACN 665 401 114 and if You are residing in Europe or rest of the world Vevo will mean Vevo Technologies ApS company registration number 37240834.
- 1.2 Your purchase of the Vevo camera, tripod or any other physical Vevo Product is regulated by the Vevo Product Terms and Conditions (the “**Product Terms**”).
- 1.3 If You are an educational institution located in the United States of America You will have the opportunity to lease the Vevo camera, tripod or any other physical Vevo Product. Such lease will be regulated and governed by the Vevo Lease Agreement (the “**Lease Agreement**”).
- 1.4 You may allow third party users, which have created a user account (together referred to as “**User(s)**”) to use all or part of the Services including but not limited to a “viewer access right”, an “administration access right” or “player access right”.
- 1.5 The use of the Services is regulated separately by the user terms (the “**User Terms**”). If You use the Services, You must also comply with the User Terms and a reference to the “User” shall then be understood as a reference to You unless otherwise is explicitly described.
- 1.6 You are subject to Vevo’s policies and terms made available on the VEO Platforms as amended from time to time, including Vevo’s Data Processing Agreement and Privacy Policy available on Vevo.co. If applicable, all such policies are hereby incorporated by reference into these General Terms.

2. YOUR RESPONSIBILITIES

- 2.1 You shall be solely responsible and liable for Your and Your Users’ compliance with the User Terms, including also when You act as a User. You



must notify Veo immediately of any breach of security or unauthorized use of the Services by a User, that You become aware of.

- 2.2 You must ensure that Users have turned thirteen (13) years of age or older before registering for a user account.
- 2.3 You must not publish Content protected by copyright, such as music tracks, extracts of protected Content or any other Content not created by the User for which they do not have the necessary authorizations.
- 2.4 You are at least the required age in Your jurisdiction for entering into and performing legal agreements on Your own behalf or on behalf of the person or entity that You legally represent. The foregoing notwithstanding, if You are under the age of thirteen (13) You are not permitted to enter into these General Terms.

3. SERVICE DELIVERY

- 3.1 The Services are further described in Veo.co.
- 3.2 The Veo Platforms and the Services are provided to the User on an "as is" basis without warranty of any kind. Veo makes no representations about the reliability of the Veo Platforms and Services and disclaims all liability in the event of any service failure. You acknowledge that any reliance on the VEO Platform and Services will be at Your own risk. Veo makes no representations regarding uptime of the Services. Hence, Veo disclaims to the extent permitted by law any and all warranties and liabilities, express or implied, including, without limitation, any (a) warranties of merchantability or fitness for a particular purpose, (b) warranties against infringement of any third party intellectual property or proprietary rights, (c) warranties relating to delays, interruptions, errors or omissions in the Services, particularly in any unannounced termination of the provision of Content (d) warranties relating to the transmission or delivery of the Services, (e) warranties relating to the accuracy or completeness of information or data in the Services, or (f) other warranties relating to performance, non-performance, or other acts or omissions of Veo.
- 3.3 THE SERVICES ARE OFFERED ONLY IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE SITE IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.
- 3.4 Veo reserves the right to suspend, discontinue or modify any aspect of the Services at any time, including the right to discontinue fully or partially the display of any Content or linked or embedded content, and to prevent access to the Veo Platforms or any Content from specific territories (geo-blocking).



- 3.4.1 Veo reserves the right to provide advertisement in respect of Veo products or services or other third-party products or services on the Veo Platforms, including without limitation on Your channel or together with Content.
- 3.4.2 You accept that Veo may delete Content or put Content into cold storage (which means You have no immediate access to the Content) without prior notice or acceptance from You.

4. SUBSCRIPTION FOR A CUSTOMER ACCOUNT

- 4.1 In order for You to access, edit and publish Content from a Veo camera and invite Users to use the Services, it is a requirement to subscribe for an account on one of the Veo Platforms (the "**Customer Account**"). You must choose the subscription period when subscribing to the Customer Account ("**Subscription Period**").
- 4.2 The Customer Account is personal to You, and You are solely responsible for any and all activity that occurs under the Customer Account. You must notify Veo immediately of any breach of security or unauthorized use of the Customer Account that You become aware of.
- 4.3 The Customer Account password must be kept secure and confidential at all times. You are obliged to notify Veo forthwith via support.Veo.co if You become aware that the password has been disclosed to an unauthorized third party or that the Customer Account is being misappropriated.

5. SUBSCRIPTION FEE AND PAYMENT

- 5.1 For the subscription for a Customer Account and use of the Services, You must pay a non-refundable subscription fee as specified at Veo Platforms.
- 5.2 You must provide a valid and accepted payment information. If the payment information provided by You is declined for payment of Your subscription fees, You must provide Veo with new eligible payment information promptly or Your access to Your Customer Account and the Services content may be suspended.
- 5.3 Payment of the subscription fee to Veo will automatically renew at the end of each Subscription Period, unless terminated before the end of the current Subscription Period in accordance with these General Terms. The cancellation will take effect the day after the last day of the current Subscription Period.
- 5.4 If the subscription is not terminated accordingly and the subscription fee is not paid before the end of a Subscription Period, You will not be able to access already uploaded Content and upload new Content. Depending on Your type of subscription already uploaded Content may be accessible again if You pay Your subscription fee. If Your subscription does not entitle You to access Your already uploaded Content by paying the subscription fee, Veo retains the right to delete Your Customer Account and the Content associated hereto.



5.5 All amounts specified to be paid to Veo are listed in either US Dollars, Euro or your local currency. The amounts listed may not include all direct or indirect taxes (including but not limited to income tax, business tax, VAT and turnover tax) or duties that are required to be withheld or paid in any country.

5.6 IF YOU ARE PAYING BY CREDIT CARD YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT OR DEBIT CARD OR OTHER PAYMENT METHOD UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, You grant to VEO and/or any required third parties the right to provide and transmit such information for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Except for Content, the Veo Platforms and all data and material on the Veo Platforms, including, without limitation, text, graphics, interactive features, logos, photos, music, videos, software, and all other audible, visual or downloadable material, as well as the selection, organization, coordination, compilation and overall look and feel of the Services are the intellectual property of Veo, its affiliates or its licensors. All trademarks to the VEO name and any other related trademarks relating to the VEO Platforms are proprietary to VEO, its affiliates or licensors.

7. USE OF EXTERNAL MEDIA PLATFORMS

7.1 You acknowledge that if You or any of your Users use the the Veo Platform to publish Content to third-party external media platforms ("External Media Platform"), such as but not limited to, YouTube, You and they are subject to the External Media Platform's terms of use. You are jointly responsible with the User for compliance with the terms of the External Media Platform and for any liability arising from their use of such External Media Platforms. You agree to indemnify and hold harmless Veo, its affiliates, directors, officers, employees, and other users from and against all liabilities, damages, losses, costs, fees (including reasonable legal fees), and expenses arising out of or related to:

- (a) Your and/or a User's access to, use of, or activities in connection with any External Media Platforms;
- (b) Any actual or alleged violation of the External Media Platform's terms of service by You or a User;



- (c) Any actual or alleged infringement of any third-party right (including any intellectual property or other proprietary right, confidentiality, privacy right, and right of publicity) by You or a User;
- (d) Any content, data, technology, or materials provided, contributed, or otherwise made available by You or a User on any External Media Platform.

Vevo may, at its sole discretion, require You to assume control of the defence of any claim for which the You or a User is required to indemnify Vevo under this clause. You shall not settle any such claim without the prior written consent of Vevo. Both parties agree to provide reasonable assistance to each other as may be required to defend any relevant claim.

Youtube's Terms of Service can be located here:
<https://www.youtube.com/static?template=terms>

8. PROCESSING OF PERSONAL DATA AND DATA PROTECTION

- 8.1 In respect of all processing activities relating to Content uploaded, published, distributed, livestreamed, or otherwise processed by You on or by using the Services Your use of the analysis and editing tools available on the Vevo Platforms, Your use of the League Exchange service, and Your storage of recordings on the Vevo Platform, You are considered data controller as You as customer in general determine the purposes and means of the processing of personal data. In respect of these processing activities, which Vevo supports and facilitates, Vevo is considered data processor. This processing of personal data which Vevo performs on Your behalf is governed by a data processing agreement in compliance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR") which is available at Vevo.co.
- 8.2 You are as data controller obliged to ensure that Your processing and protection of personal data is in compliance with applicable data protection laws, incl. the GDPR, and other relevant legislation. According to the GDPR, this entails, inter alia, that You must comply with the principles relating to processing of personal data, ensure a legal basis for Your processing of personal data, provide information on Your processing activities to data subjects, handle data subject requests, implement appropriate technical and organizational measures etc.
- 8.3 Vevo reserves the right to utilize any uploaded Content for the development and optimization of products and features as well as systems, incl. algorithm tools. In relation to processing of the personal data included in the Content for such development and optimization purposes, Vevo is considered the data controller. Further, Vevo is considered the data controller in relation to profile creation and administration on the Vevo Platform. These processing activities



are described in greater detail in Veo's Privacy Policy which is available at [Veo.co](https://veo.co).

- 8.4 You are specifically made aware that the Veo Platforms, including the User Account, must not be used for publication, disclosure, or any other processing of special categories of personal data (also known as sensitive personal data) as defined in GDPR article 9, which includes, but is not limited to, personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, health or sexual orientation. It is Your responsibility to ensure that no such special categories of personal data are processed on the Customer Account on the Veo Platforms.

9. TERMINATION AND CLOSING OF CUSTOMER ACCOUNT

- 9.1 You may terminate Your subscription by unsubscribing from Your Customer Account by providing one (1) month's written notice to Veo prior to the end of a Subscription Period. Prepaid Subscription Periods will thus not be repaid. If You want to unsubscribe from Your Customer Account, You must contact Veo at support.Veo.co.

- 9.2 Veo may terminate Your Customer Account and the Services at any time by providing You with a written notice of at least one month.

- 9.3 Veo has the right to terminate the Services and/or the access to the Veo Platforms, if You have materially breached any provision of the General Terms of if Veo is required to do so by law. In such case, Veo has the right to, immediately and without notice, to suspend or terminate all the Services and/or the access to Veo Platforms, and You acknowledge to accept that Veo shall not be liable to You nor any third party for any termination.

10. RIGHT TO CANCEL OF RETURN ORDERS

- 10.1 If You subscribe for a Customer Account, You have the right to cancel Your order within thirty (30) days, for any reason and without a justification. The thirty (30) days begin from the date of the activation of Your subscription for a Customer Account, however the expiry of 30 days can never be later than 270 days since the order for the subscription was placed. Additionally, if a Veo Camera has been purchased together with the subscription a cancellation will cover both the Veo camera and the subscription and the 30 days will commence from the date of the subscription for a Customer Account (activation of Your subscription), however this can never be later than 12 months after the Veo Cam has been delivered to You. For the avoidance of doubt, the cancellation right does not cover any renewal subscription periods.

- 10.2 You must inform Veo that You want to cancel Your subscription for your Customer Account. Please inform Veo on support.veo.co. Veo will provide You with a refund within thirty (30) days of receiving Your cancellation



request. However, this might be delayed if Veo has not received the Veo camera or evidence that You have made the return.

- 10.3 This Clause 9 does not apply to You if Your Veo camera linked to your subscription has not been purchased directly from Veo. or if Your Veo camera is leased under the Lease Agreement.

11. LIMITATIONS OF LIABILITY

- 11.1 In no event shall Veo be liable for any loss of revenues or profits, delays or otherwise for any consequential, indirect, or punitive losses or damages, whether or not foreseeable and irrespective of the theory or cause of action upon which such damages might be based, including but not limited to strict liability, breach of warranty or otherwise. Loss of data is considered an indirect loss. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL VEO OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR CONTENT, EVEN IF VEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11.2 Veo's total aggregate liability under these General Terms shall be limited to the amount paid by You, if any, to Veo during the twelve (12) months immediately preceding the event leading to the claim. For the avoidance of doubt the purchase price for the Veo camera shall not be included when calculating the liability cap. Any claims relating to the Veo camera shall be handled in accordance with the Product Terms or the Lease Agreement as the case may be.

- 11.3 Where required by applicable law, the above limitations and exclusions shall not apply (a) in case of willful misconduct or gross negligence, (b) in the event of death or bodily injury, or (c) if and to the extent mandatory law provides otherwise.

12. INDEMNIFICATION

- 12.1 Notwithstanding anything to the contrary in these General Terms, You shall indemnify, defend and hold harmless Veo from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of any third party claim due to or arising out of Your violation of these General Terms, including but not limited to a claim arising out of a breach of Your representations or warranties made hereunder.

- 12.2 Veo reserves the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify Veo, and You herewith agree to cooperate with Veo's defence of these claims.



13. FORCE MAJEURE

- 13.1 Veo shall not be liable to You for non-performance or delayed delivery of the Services caused by events outside of Veo's reasonable control, including but not limited to fire, war, civil unrest, pandemics, government intervention, legislative or similar restrictions, natural disasters, export, or import bans, lack of labor or raw materials, strikes, and lockouts (save for strikes and lockouts caused by Veo) and cyber-attacks, ("**Force Majeure**").
- 13.2 In case of any Force Majeure event, Veo shall be entitled to postpone delivery of the affected Services until such circumstance has ceased.

14. CHANGES

- 14.1 Veo reserves the right, at Veo's sole discretion, to introduce changes to the General Terms, the User Terms, the Services and any policy from time to time by posting the amended terms or policy on the Veo Platforms. If You do not agree to such changes, You must stop using the Veo Platforms and the Services. Your continued use of the Veo Platforms and the Services will constitute Your acceptance of such changes. We will update You via e-mail or, newsletter or via Veo.co and/or via app.Veo.co.

15. CONTACTS

- 15.1 The Veo Platforms and the Services are provided by Veo. Veo can be contacted via support.Veo.co.

16. OTHER PROVISIONS

- 16.1 As a part of the Services, Veo may – and You agree that Veo may – send You updates to the functionality and information about new features for the Veo Platforms.
- 16.2 If nothing else is explicitly has been agreed in writing these General Terms, the User Terms and the Data Processing Agreement constitute the entire agreement between Veo and You concerning the Your use of the Veo Platforms and the Services and completely replace any prior agreements on the subject-matter. These General Terms constitute a binding agreement between You and Veo and must be accepted before using the Veo Platforms or Your Customer Account. Your purchase of the Veo camera, tripod or any other physical Veo Product is regulated by the Product Terms or the Lease Agreement as the case me be.
- 16.3 You may not novate or assign any of Your rights or obligations under these General Terms without the prior written consent of Veo. Veo may at its discretion assign or novate these General Terms or any rights or obligations hereunder to any third party.
- 16.4 If one or more of the provisions of these General Terms are declared invalid or unenforceable as a result of current mandatory legislation or legal



instruments issued by public authorities or decisions made by public authorities, Veo and You agree that the other provisions of the General Terms will be severed and remain effective. The invalid provision shall be replaced by a valid one, which achieves to the extent possible the original purpose and commercial goal and intent of the invalid provision.

- 16.5 If Veo fails to act with respect to Your breach or anyone else's breach on any occasion, Veo is not waiving its right to act with respect to future or similar breaches.
- 16.6 You guarantee and warrant that the Services and the Veo Platforms are not used in any of the following countries/areas Belarus, Cuba, Iran, North Korea, Syria, Russia, the Crimea, Donetsk and Luhansk regions of Ukraine, Moldova and Venezuela.

17. GOVERNING LAW, CONTRACTING ENTITY AND LOCATION FOR DISPUTES

- 17.1 Subject to section 17.2., these General Terms shall be governed by and interpreted in accordance with the laws of Denmark without regard to international private law regulations or principles of Danish law leading to the application of other laws than substantive Danish law. Any dispute arising from or related to these Terms shall exclusively be settled by the courts in Denmark with the District Court of Copenhagen as the venue.
- 17.2 If You are residing in the United States, these Terms shall be governed by and construed with the laws of Delaware and any dispute arising from or related to these Terms shall exclusively be settled by the courts by the courts located in Delaware.
- 17.3 Irrespectively of the foregoing, if You are a consumer and if applicable con-sumer mandatory rules provide that the laws in the country of the consumer shall govern these General Terms then such law shall apply. The same principle applies for choice of venue.



Vevo – USER TERMS

1. GENERAL

- 1.1 These User Terms (“**User Terms**”) govern the User’s (the “**User**”) use of the platform www.Vevo.co, app.Vevo.co and/or other websites and services owned or controlled by Vevo Technologies ApS, Vevo Technologies Inc., company registration no. 84-2079010 and Vevo Technologies Australia Pty Limited ACN 665 401 114 (“**Vevo**” or together the “**Vevo Group**”) (the “**Vevo Platforms**”), which allow for distribution and reception of audio-visual content recorded on a Vevo Camera (“**Content**”) by way of live (i.e. simultaneous or nearly simultaneous) streaming and/or subsequent on-demand download or streaming through the means of a media player embedded in, distributed through, interacting or interfacing with the websites, Vevo API, or other services otherwise made available by Vevo or others including but not limited to analysis and editing tools and League Exchange (the “**Services**”).

2. USER’S RESPONSIBILITIES

- 2.1 The User must comply with the general restrictions on use as further described in clause 8.
- 2.2 When using the Services, the User will be subject to additional policies made available on the Vevo Platforms, including Vevo’s Privacy Policy and Data Processing Agreement (depending on what may apply specifically to the User).
- 2.3 If the User sets up the Vevo camera and tripod (or other Vevo products), the User is solely responsible for taking the necessary precautions to ensure that the Vevo camera and tripod (and other Vevo products) is safely set up. Vevo assumes no liability for any physical damage to persons or property caused by the Vevo camera or tripod (and other Vevo products) set up by the User.
- 2.4 The User must also be aware that the use of the Vevo Camera could be subject to the Danish Act on TV-Surveillance or other similar national legislation. As such, User must act diligently and only use the Vevo Camera for its intended use. Vevo shall have no liability User’s violate said act or other similar legislation.
- 2.5 The User is solely responsible for all of Content uploaded on the Vevo Platforms and the consequences of disclosing it on the Vevo Platforms, and the User acknowledges that the Vevo Platforms and the Services are merely providing the User the technical means to produce and distribute the Content. This specifically includes that User is responsible for and must obtain necessary legal basis when filming individuals using the Vevo Camera and uploading Content to the Vevo Platforms according to applicable statutory laws. Therefore, the User must always be careful what it publishes and make sure people featuring the Content have accepted that the Content may be



published and used as otherwise set out in these User Terms. Moreover, the User must be aware that notwithstanding where the Services are used Content might be accessible in countries where other legislation and rules apply and is solely responsible for the Content complying with said legislation and rules.

3. SERVICE DELIVERY

- 3.1 The Services are further described in Veo.co.
- 3.2 The Veo Platforms and the Services are provided to the User on an "as-is" basis without warranty of any kind. Veo makes no representations about the reliability of the Veo Platforms and Services and disclaims all liability in the event of any service failure. User acknowledges that any reliance on the Veo Platform and Services will be at User's own risk. Veo makes no representations regarding uptime of the Services.
- 3.3 THE SERVICES ARE OFFERED ONLY IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE SITE IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.
- 3.4 Veo reserves the right to suspend, discontinue or modify any aspect of the Services at any time, including the right to discontinue fully or partially the display of any Content or linked or embedded content, and to prevent access to the Veo Platforms or any Content from specific territories (geo-blocking).
- 3.5 Veo reserves the right to provide advertisement in respect of Veo products or services or other third-party products or services on the Veo Platforms, including without limitation on the User's channel or together with Content.
- 3.6 Veo will not be responsible or liable, directly, or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the User's failure to comply with the provisions of these User Terms.
- 3.7 Veo has the right, but not the obligation, to monitor the Content published on the Veo Platforms, to determine compliance with these User Terms, any other agreement between the User and Veo, and any operating rules established by Veo, as well as to satisfy any applicable statutory laws, regulation, authorized government request, or trade association guideline. Veo has the right to edit, refuse to post or remove any Content submitted to or posted on the Veo Platforms.
- 3.8 User is aware that some features on the Veo Platforms are created to provide other Users with the ability to save and store Content on their own. This means that some Content may be stored and managed by other Users.



Consequently, User should always be diligent when sharing Content and assigns rights to other Users as these actions may not be reversed.

4. SUBSCRIPTION FOR A USER ACCOUNT

- 4.1 In order to access certain features of the Services, the User is required to become a registered user, i.e., have a registered account on the Veo Platforms ("User Account"). In registering a User Account on the Veo Platforms, the User agrees to (a) provide true, accurate, current and complete information about itself as prompted by the registration form (the "**Registration Data**") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. The User is responsible for all activities that occur under its User Account.
- 4.2 Upon User's successful registration of its User Account, the User will be able to access the Services by logging in to the Veo Platforms by entering a User ID and a password.
- 4.3 Veo reserves the right to suspend or disable a User Account at its discretion and to delete Content without any liability whatsoever, at any time and without prior notice.
- 4.4 The User Account is personal to the User, and the User is solely responsible for any and all activity that occurs under the User Account. The User must notify Veo immediately of any breach of security or unauthorized use of the User Account that it becomes aware of.
- 4.5 The User Account password must be kept secure and confidential at all times. The User is obliged to notify Veo forthwith via support.Veo.co if it becomes aware that the password has been disclosed to an unauthorized third party or that the User Account is being misappropriated.

5. INTERACTIONS WITH OTHER USERS

- 5.1 The User shall be solely responsible for the User's interactions with other users and/or any other parties through the Veo Platforms and the Services, however, Veo reserves the right, but no obligation, to intervene in such disputes. The User will accept that Veo will not be responsible for any liability incurred as the result of any intervention.

6. INTERNATIONAL USERS

- 6.1 Veo Platforms may be accessed from countries around the world and may contain references to services and content not available in User's country. These references do not imply that Veo intends to announce such services or content in User's country. Those who access or use the Veo Platforms and the Services do so at their own discretion and are responsible for compliance with local laws.



7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Subject to clause 7.2, the Veo Platforms and all data and material on the Veo Platforms, including, without limitation, text, graphics, interactive features, logos, photos, music, videos, software, and all other audible, visual or downloadable material, as well as the selection, organization, coordination, compilation and overall look and feel of the Services (together referred to as "**Material**") are the intellectual property of Veo, its affiliates or its licensors. All trademarks to the Veo name and any other related trademarks relating to the Veo Platforms are proprietary to Veo, its affiliates or licensors.
- 7.2 All Content uploaded by the User to the Veo Platforms is the intellectual property of the User, however, subject to clause 7.5.
- 7.3 User agrees not to download, display or use any Material located on the Veo Platforms for use in any publications, in public performances, on websites other than the Veo Platforms or for any other commercial purpose, in connection with products or services that are not those of Veo, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Veo and/or its licensors, that dilutes the strength of Veo's or its licensor's property, or that otherwise infringes Veo's or its licensors' intellectual property rights. User further agrees not to misuse any Material or Content that appears on the Veo Platforms.
- 7.4 If the User believes that trademark or copyright rights have been violated, please contact Veo at support.Veo.co.
- 7.5 By uploading Content to the Veo Platforms, the User hereby grants Veo Group a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, sub-licensable right to use (including without limitation the right to copy, use, reproduce, distribute, publish, translate, modify, create derivative works of, publicly display) the Content in order to (i) provide the Services to the User, (ii) for purposes of providing services to other users of the VEO Platforms, (iii) develop and optimize products and features as well as systems, incl. algorithm tools (iv) for advertisement purposes or (v) to market and display new services or products to customers. In regard to purpose (iv) and (v) the User of the subscription services to approve the use prior to the said use.
- 7.6 The User will have the option of streaming its Content. When doing so, User hereby authorizes Veo to broadcast and/or record the Content.

8. GENERAL RESTRICTIONS ON USE

- 8.1 The User hereby represents, warrants, and covenants that it does not, and will not, use the Services nor the Veo Platforms:



- (a) to impersonate another person or entity, or claim a false identity when subscribing for a User Account on the Veo Platforms or use a User Account of a third party;
- (b) for any purpose other than to access the Services as offered by Veo;
- (c) to delete or modify notices regarding copyright or other proprietary rights on the Material or any Content;
- (d) for any illegal purpose in any jurisdiction;
- (e) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code in any of the Material or Veo Platforms; or
- (f) interfere with or damage the operation of the Services or any User's enjoyment of them by any means, including uploading or otherwise disseminating viruses, spyware, worms or other malicious code.

8.2 The User hereby represents and warrants and covenants that:

- (i) It has as a minimum turned thirteen (13) years of age and at least the required age in the User's jurisdiction for entering into and performing legal agreements on his or her own behalf or on behalf of the person or entity that he or she is legally representing;
- (ii) it is the owner of or has otherwise the necessary licenses, rights, permissions, consents to use and to authorize Veo to use and distribute and publish its Content;
- (iii) its Content does not and will not:
 - (a) infringe or otherwise violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity or personality, broadcasting right or any other intellectual property or proprietary right; or
 - (b) slander, defame, libel, invade or otherwise violate the right of privacy, publicity, personality or other rights of any person or entity.
- (iv) its Content will be made available for display at the date and time scheduled by the User;
- (v) its Content or sequential order of Content does not constitute a television or radio program service in the form of a sequence of



self-contained programs continuously offered and defined in time or is otherwise subject to statutory television broadcasting requirement;

- (vi) its Content does not contain any viruses, spyware, worms, or other malicious code or any content or file that provides a method to access to potentially infringing content outside of the Services;
- (vii) its Content does not violate any laws or regulations; and
- (viii) its Content does not contain any falsehoods or misrepresentations that could cause harm to Vevo or any third party; and
- (ix) it will not create, post, or upload any Content that is obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that is deemed a criminal offence, and
- (x) it holds the broadcast rights to streaming its Content and authorize Vevo to broadcast and/or record to its Content and indemnify Vevo from any claims of infringement.

8.3 The User acknowledges and agrees that the Vevo Platforms are designed for sport purposes only serving a particular community and interest, and that any Content submitted must conform to such purpose.

8.4 User is solely responsible for all of its Content uploaded on the Vevo Platforms and the consequences of publishing disclosing it on the Vevo Platforms, and the User hereby acknowledges that the Vevo Website Platforms and the Services are merely providing the User the technical means to produce and distribute Content. This specifically includes that User is responsible for and must obtain necessary legal basis when filming individuals using the Vevo camera and uploading Content to the Vevo Website Platforms according to relevant applicable statutory laws. Therefore, the User must always be careful what it publishes and make sure people featuring the Content have accepted that the Content may be published and used as otherwise set out in these User Terms.

8.5 Under no circumstances will Vevo assume any responsibility or liability in respect of the User's use of the Services, nor does Vevo monitor the submission of Content to Vevo or the publication of Content on the Vevo Platforms. Vevo does not endorse any Content or any opinion, recommendation, or advice expressed therein, and Vevo expressly disclaims any and all liability in connection with the User's publishing of any Content.

9. USE OF EXTERNAL MEDIA PLATFORMS

9.1 The User acknowledges that if they use the Vevo Platform to publish Content to third-party external media platforms ("External Media Platform"), such as



but not limited to, YouTube, they are also subject to the External Media Platform's terms of use. The User is responsible for compliance with the terms of the External Media Platform and for any liability arising from their use of such External Media Platforms. The User agrees to indemnify and hold harmless Veo, its affiliates, directors, officers, employees, and other users from and against all liabilities, damages, losses, costs, fees (including reasonable legal fees), and expenses arising out of or related to:

- (a) The User's access to, use of, or activities in connection with any External Media Platforms;
- (b) Any actual or alleged violation of the External Media Platform's terms of service by the User;
- (c) Any actual or alleged infringement of any third-party right (including any intellectual property or other proprietary right, confidentiality, privacy right, and right of publicity) by the User;
- (d) Any content, data, technology, or materials provided, contributed, or otherwise made available by the User on any External Media Platform.

Veo may, at its sole discretion, require the User to assume control of the defence of any claim for which the User is required to indemnify Veo under this clause. The User shall not settle any such claim without the prior written consent of Veo. Both parties agree to provide reasonable assistance to each other as may be required to defend any relevant claim.

Youtube's Terms of Service can be located here:
<https://www.youtube.com/static?template=terms>

10. PROCESSING OF PERSONAL DATA

10.1 In respect of the majority of the processing of personal data on the Veo Platforms and in relation to the Services, the Customer will act as data controller. In relation to such, Veo will be engaged by the Customer as data processor to assist the Customer in its processing activities. Veo's processing of personal data on behalf of the User is governed by a data processing agreement in accordance with the GDPR.

10.2 When performing certain activities connected to the processing activities of the Customer, Veo will act as data controller to the extent these activities are performed to fulfill Veo's own purposes. For more information on Veo's collection, processing and disclosure of such personal data, please read our Privacy Policy available on Veo.co. The Privacy Policy also includes information on which individual rights the User may have in relation to the processing and how to execute these rights.



- 10.3 On certain areas of the Veo Platforms, the User may be given the ability to provide Veo with personal data in order for Veo to process such personal data for the delivery of Services directly to the User or in order to fulfill Veo's own purposes. These activities are further described in Veo's Privacy policy.
- 10.4 The User is specifically made aware that the VEO Platforms, including its User Account, must not be used for publication, disclosure or any other processing of special categories of personal data (also known as sensitive personal data) as defined in GDPR article 9, which includes, but is not limited, personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, health or sexual orientation. It is the User's responsibility to ensure that no such special categories of personal data is processed on its User Account on the VEO Platforms.

11. TERMS AND TERMINATION

- 11.1 The User Terms commence and apply automatically on the earlier of (i) the date the User creates a User Account, (ii) the date the User first enters into the Veo Platforms and/or (iii) otherwise starts using the Services.
- 11.2 By accessing the Veo Platforms, registering for a User Account on the Veo Platforms and/or using the Services, the User agrees to be bound by these User Terms which shall continue to apply for as long as the User is accessing the Veo Platforms, subscribing for a User Account or using the Services.
- 11.3 Veo may terminate the User Account at any time by providing the User with a written notice of at least one month.
- 11.4 Veo has the right to terminate the Services and/or the access to the Veo Platforms, if the User have materially breached any provision of the User Terms. In such case, Veo has the right to, immediately and without notice, to suspend or terminate all the Services and/or the access to Veo Platforms without liability.

12. LIMITATION OF LIABILITY

- 12.1 Veo assumes no responsibility or liability in respect of the User's use of the Services, nor does Veo monitor the submission of Content to Veo or the publication of Content on the Veo Platforms. Veo does not endorse any Content or any opinion, recommendation, or advice expressed therein, and Veo expressly disclaims any and all liability in connection with the User's publishing of any Content.
- 12.2 In no event shall Veo be liable for any loss of revenues or profits, delays or otherwise for any consequential, indirect or punitive losses or damages, whether or not foreseeable and irrespective of the theory or cause of action upon which such damages might be based, including but not limited to strict liability, breach of warranty or otherwise. Loss of data is considered an



indirect loss. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL VEO OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR CONTENT, EVEN IF VEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 12.3 Veo's total aggregate liability under these User Terms under any title shall be limited to the amount paid by the User, if any, to Veo during the twelve (12) months immediately preceding the event leading to the claim. For the avoidance of doubt, this means that if User has not paid for the Services, then the liability cap shall be calculated to be zero.
- 12.4 Where required by applicable law, the above limitations and exclusions shall not apply (a) in case of willful misconduct or gross negligence, (b) in the event of death or bodily injury, or (c) if and to the extent mandatory law provides otherwise.

13. INDEMNIFICATION

- 13.1 Notwithstanding anything to the contrary in these User Terms, the User shall indemnify, defend and hold harmless Veo from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of any third party claim due to or arising out of the User's violation of these User Terms, including but not limited to a claim arising out of a breach of the User's representations or warranties made hereunder.
- 13.2 Veo reserves the right, at the User's expense, to assume the exclusive defence and control of any matter for which the User is required to indemnify Veo, and the User herewith agrees to cooperate with Veo's defence of these claims.

14. FORCE MAJEURE

- 14.1 Veo shall not be liable to the User for non-performance or delayed delivery of the Services caused by events outside Veo's reasonable control, including but not limited to fire, war, pandemics, civil unrest, government intervention, legislative or similar restrictions, natural disasters, export, or import bans, lack of labor or raw materials, strikes, and lockouts (save for strikes and lockouts caused by Veo) and cyber-attacks, ("**Force Majeure**").
- 14.2 In case of any Force Majeure event, Veo shall be entitled to postpone delivery of the affected Services until such circumstance has ceased.

15. THIRD PARTY WEBSITES

- 15.1 The Veo Platforms may contain links to websites or services operated, owned or controlled by other people or companies, (collectively "**Third-party Services**"). Third-party Services may have their own terms of use and privacy policy or no terms of use or privacy policy at all. Veo does not endorse any



such Third-party Services or the information, material, products, or services contained on or accessible through Third-party Services.

- 15.2 Access and use of Third-party Services, including the information, material, products, and services on or available through Third-party Services is solely at the User's own risk.

16. CHANGES

- 16.1 Veo reserves the right, at Veo's sole discretion, to make changes to these User Terms and any applicable policies from time to time by posting the amended User Terms or policy on the Veo Platforms. If the User does not agree to such changes, the User must immediately stop using the Veo Platforms and the Services. The User's continued use of the Veo Platforms and the Services will automatically constitute an acceptance of such changes. Veo will update the User via e-mail or newsletters or via Veo.co and/or via app.Veo.co.

17. CONTACT

- 17.1 The Veo Platforms and the Services are provided by Veo. Veo can be contacted via support.Veo.co.

18. OTHER PROVISIONS

- 18.1 As a part of the Services, Veo may send updates on the functionality and information about new features for the Veo Platforms to the User.
- 18.2 The User may not novate or assign any of its rights or obligations under these User Terms without the prior written consent of Veo. Veo may at its discretion assign or novate any rights or obligations under these User Terms or any rights or obligations hereunder to any third party.
- 18.3 If one or more of the provisions of these User Terms are declared invalid or unenforceable as a result of current mandatory legislation or legal instruments issued by public authorities or decisions made by public authorities, the Veo and the User agree that the other provisions of the User Terms will be severed and remain effective. The invalid provision shall be replaced by a valid one, which achieves to the extent possible the original purpose and commercial goal and intent of the invalid provision.
- 18.4 You guarantee and warrant that the Services and the Veo Platforms are not used in any of the following countries/areas Belarus, Cuba, Iran, North Korea, Syria, Russia, the Crimea, Donetsk and Luhansk regions of Ukraine, Moldova and Venezuela.

19. GOVERNING LAW, CONTRACTING ENTITY AND DISPUTES

- 19.1 Subject to clause 19.2, these User Terms shall be governed by and interpreted in accordance with the laws of Denmark without regard to international private law regulations or principles of Danish law leading to the application



of other laws than substantive Danish law. Any dispute arising from or related to these Terms shall exclusively be settled by the courts in Denmark with the District Court of Copenhagen as the venue.

- 19.2 If You are residing in the United States, these Terms shall be governed by and construed with the laws of Delaware and any dispute arising from or related to these Terms shall exclusively be settled by the courts by the courts located in Delaware.
- 19.3 Irrespectively of the foregoing, if the User is a consumer and if applicable consumer mandatory rules provide that the laws in the country of the consumer shall govern these User Terms then such law shall apply. The same principle applies for choice of venue.



PRODUCT TERMS AND CONDITIONS

1. GENERAL

- 1.1 These product terms and conditions (“**Terms**”) apply to all purchases of physical products (“**Products**”) provided by VEO, (“**Veo**”), to you as a merchant or consumer (“**You/Your**”). If You are residing in North America Veo will mean Veo Technologies Inc., company registration no. 84-2079010, if You are residing in Australia and Pacific Islands Veo will mean Veo Technologies Australia Pty Limited ACN 665 401 114 and if You are residing in Europe or rest of the world Veo will mean Veo Technologies ApS company registration number 37240834.
- 1.2 By purchasing the Products, You agree to be bound by these Terms, which shall continue to apply from the moment You buy the Product and for as long as You own the Products.
- 1.3 These Terms do not affect statutory and preceptive consumers rights, which cannot be deviated from according to law.

2. DELIVERY

- 2.1 Unless otherwise agreed and/or delivery costs are invoiced in connection to the purchase of the Products, the Products will be delivered according to INCO Terms DDP. Information about delivery expenses can be found at the VEO website. Veo does not accept any liability regarding issues on delivery, that is caused by actions outside the control of VEO, such as but not limited to Your failure to provide correct information, regulations and laws or local circumstances.
- 2.2 The Products will be shipped as soon as possible after Your order has been confirmed by Veo. Shipping times are described at shop.Veo.co. Local circumstances may influence on delivery times, e.g. customs handling, local holidays etc.
- 2.3 The risk of the Products shall pass to You when the Products have been handed over to a third-party carrier, unless You are a consumer and applicable consumer mandatory rules provide otherwise.
- 2.4 Products featured at the Veo website do not imply or warrant that these Products will be available, and an order will only be binding upon VEO’s confirmation.
- 2.5 Any Products described on the Veo website are offered only in jurisdictions where they may be legally offered for sale. The information on the VEO website is not an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation cannot legally be made, or any person to whom it is unlawful to make a solicitation.



3. USE OF PRODUCTS

- 3.1 Veo does not provide any warranty of fitness for a particular purpose. The Products are sold fit for the ordinary use and in accordance with the specifications.
- 3.2 You recognize that the Products may only be used for the intended purpose – being recording and live streaming of sport events. Further, You recognize that the setup of the Products shall be conducted in accordance with the written instructions and user manuals provided together with the Products.
- 3.3 You recognize that the Products must be handled with due care taking into consideration that the Products consist of technical components, which by nature are fragile, and always in accordance with the relevant specifications and instructions.
- 3.4 You are solely responsible for setting up the Products and for taking the necessary precautions to ensure that the Products are safely installed and Veo assumes no liability for physical damage to persons or property (also including the Products itself) due to Your use of the Products.
- 3.5 You guarantee and warrant that the Products are not used in any of the following countries/areas Belarus, Cuba, Iran, North Korea, Syria, Russia, the Crimea, Donetsk and Luhansk regions of Ukraine, Moldova and Venezuela.

4. PAYMENT

- 4.1 Veo shall be entitled to charge You once the online order has been confirmed by Veo, unless You are a consumer and applicable consumer mandatory rules provide otherwise.
- 4.2 If Veo is unable to charge the payment due to any issue, Veo reserves the right to keep the delivery process on hold until the payment issue has been remedied. You agree to pay all charges incurred by You, on Your behalf, or by Your account through the Veo Website, at the price in effect when such charges are incurred. You are solely responsible for any taxes applicable to Your transaction.
- 4.3 All amounts specified to be paid to Veo are listed in either US Dollars, Euro or your local currency. The amounts listed may not include all direct or indirect taxes (including but not limited to income tax, business tax, VAT and turnover tax) or duties that are required to be withheld or paid in any country.

5. DELAYS

- 5.1 In the event of delay, Veo will take necessary measures to deliver the Products in a timely manner. If Veo has provided You with a specific delivery date and the Products are delayed with more than ninety (90) days from the

specific delivery date, then You shall be entitled to cancel the order and – in case payment has taken place – be entitled to repayment of all paid fees relating to the Products. Such claim for repayment shall be Your sole remedy for delays.

6. DEFECTS

6.1 A defect shall be deemed to occur if the Products do not fulfill the specifications set out in clause 3.1 and this is due to Veos acts or omissions.

6.2 In order to claim remediation of a defect You must investigate the Products upon receipt and notify Veo of any such defects immediately after identification of the defect. This principle also applies for future defects. You have no right to claim remediation of a defect if the Product has been disassembled, You have tampered with the Product or it in any way has been used for anything other than intended purpose and in accordance with the specifications.

6.3 If the Products are subject to a defect, You must return the Products to Veo for Veo's further investigations. Veo may – at its sole discretion – choose to either fix the defect or replace the Product with a replacement Product. This remediation shall be Your sole remediation for defects. Any claim for defects must be received at the latest within one (1) year after delivery of the Products, whereupon You have no right to claim.

6.4 You are fully liable for all postal charges, return shipping costs, customs charges and handling fees regarding claims made later than one (1) year after delivery of the Product and claims made regarding defects that are not due to Veos acts or omissions.

7. RETURNS

7.1 You have the right to cancel and return the Products within thirty (30) days after receipt of the Products.

7.2 You are fully liable for all postal charges, return shipping costs, customs charges and handling fees said expenses will be deducted from the refund. Should You refuse to accept a parcel due to import duties taxes or other reasons, then Veo reserves the right to deduct our return expenses from the refund. If the return expenses are higher than the order value, no refund will be given. If Veo were to receive any later charges on the delivery, then Veo reserves the right to charge Your card.

7.3 Shipping costs in connection with the return of the delivery to Veo will only be refunded to You if the return is a result of defects (caused by Veo) in the Products.



8. PRODUCT LIABILITY

8.1 Veo shall only be liable for product liability in accordance with the normal requirements under the Danish product liability act.

8.2 If a third-party claims product liability involving the Products against only You, You shall immediately notify Veo of the claim.

9. LIMITATION OF LIABILITY

9.1 Unless otherwise set out in these Terms, Veo shall only be liable for damages arising out of or in connection with the Products and the use thereof according to Danish law.

9.2 VEO's liability for damages and other claims shall always be limited to an amount equal to 100% of the purchase price relating to the relevant Products.

9.3 Further, Veo shall not be liable to You or any other person, for indirect, or consequential damages or loss, including but not limited to lost goodwill, loss of sales or profits, work stoppage and production failure, fines or similar sanctions or losses incurred by You.

10. GOVERNING LAW, CONTRACTING ENTITY AND LOCATION FOR DISPUTES

10.1 Subject to clause 10.2, these Terms shall be governed by and interpreted in accordance with the laws of Denmark without regard to international private law regulations or principles of Danish law leading to the application of other laws than substantive Danish law. Any dispute arising from or related to these Terms shall exclusively be settled by the courts in Denmark with the District Court of Copenhagen as the venue.

10.2 If You are residing in the United States, these Terms shall be governed by and construed with the laws of Delaware and any dispute arising from or related to these Terms shall exclusively be settled by the courts by the courts located in Delaware.

10.3 Irrespectively of the foregoing, if You are a consumer and if applicable consumer mandatory rules provide that the laws of the consumer shall govern these Terms then such law shall apply. The same principle applies for choice of venue.



OPERATIONAL LEASING AGREEMENT

1. GENERAL

- 1.1 This leasing agreement ("Agreement") applies to all leases of physical products ("Products") provided by VEO ("Veo") as lessor to you as a lessee ("You/Your"). If You are residing in North America Veo will mean Veo Technologies Inc., company registration no. 84-2079010, if You are residing in Australia and Pacific Islands Veo will mean Veo Technologies Australia Pty Limited ACN 665 401 114 and if You are residing in Europe or rest of the world Veo will mean Veo Technologies ApS company registration number 37240834.
- 1.2 By leasing the Products, You agree to be bound by this Agreement, which shall continue to apply from the moment You accept this Agreement and for as long as You lease the Products.
- 1.3 Your use of Veo's subscription services will solely be regulated by Veo's General Terms and Conditions ("GTC's") as if You were a customer (and user) under the GTCs.

2. LEASE TERM

- 2.1 The leasing term is further described on veo.co and will be as set out on Your invoice. Unless terminated before the Agreement will automatically cease at the expiry of the leasing term.
- 2.2 You are obliged to return the Products when the Agreement ceases for whatever reason. If this is due to either the expiry of the leasing term or Your default, You will be responsible for paying the delivery expenses. The Products must be returned to as described at veo.co.
- 2.3 If the Products are damaged when returned to Veo and these damages are not due to normal wear and tear, You will be financially responsible for this and Veo is entitled to claim the full repair cost paid by You.
- 2.4 Monthly leasing payments will accrue if the Products are not returned as agreed until the actual handover takes place.
- 2.5 Veo may terminate this Agreement at any time by providing You with a written notice of at least one month.

3. LEASE PAYMENTS

- 3.1 For the lease of the Products You must pay a non-refundable pre-paid leasing fee as specified at Veo.co. The first leasing fee will be paid by invoice, which will be due 30 days after receipt.
- 3.2 All amounts specified to be paid to Veo are listed in either US Dollars. The amounts listed may not include all direct or indirect taxes (including but not



limited to income tax, business tax, VAT and turnover tax) or duties that are required to be withheld or paid in any country.

- 3.3 Without limiting any other remedy Veo will be entitled to a delay interest ("Interest") fee in accordance with the Danish Act On Late Payments if You are delayed with Your payments.

4. OWNERSHIP

- 4.1 The Product is, and shall at all times be and remain, the sole and exclusive property of Veo; and You shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

5. USE OF PRODUCTS

- 5.1 Veo does not provide any fitness or warranty for a particular purpose. The Products are leased as fit for ordinary use and in accordance with the specifications.
- 5.2 You recognize that the Products may only be used for the intended purpose – being recording and live streaming of sport events. Further, You recognize that the setup of the Products shall be conducted in accordance with the written instructions and user manuals provided together with the Products and on Veo.co.
- 5.3 You recognize that the Products must be handled with due care taking into consideration that the Products consist of technical components, which by nature are fragile, and always in accordance with the relevant specifications and instructions.
- 5.4 You are solely responsible for setting up the Products and for taking the necessary precautions to ensure that the Products are safely installed and Veo assumes no liability for physical damage to persons or property (also including the Products itself) due to Your use of the Products.

6. CONDITION OF THE PRODUCTS

- 6.1 You acknowledge that the Products may be refurbished and may be cosmetically flawed. However, the Products, whether new or used, will be in proper working condition when leased to You.

7. LIABILITY

- 7.1 As stated in GTCs, Veo is entitled at any time to suspend, discontinue, or modify the subscription services. This does not in any way affect this Agreement. However, if Veo chooses to terminate the GTC, this Agreement will terminate simultaneously without You being entitled to any form of compensation.



Unless otherwise set out in this Agreement, Veo shall only be liable for damages arising out of or in connection with the Products and the use thereof according to Danish law.

7.2 Veo's liability for damages and other claims shall always be limited to an amount equal to the actual leasing fee paid under this Agreement for the last 6 months.

7.3 Further, Veo shall not be liable to You or any other person, for indirect, or consequential damages or loss, including but not limited to lost goodwill, loss of sales or profits, work stoppage and production failure, fines or similar sanctions or losses incurred by You.

7.4 After the risk of the Products has passed to You, You shall bear the entire risk of loss and damage to the Products from any and every cause unless the loss or damage is due to Veo's acts or omissions.

7.5 You agree not to attempt to repair or materially alter the physical or otherwise makeup of the Products under any circumstances, regardless of fault.

7.6 In order to claim remediation of a defect and/or damage You must investigate the Products upon receipt and notify Veo of any such defects and/or damage immediately after identification of the defect. This principle also applies for future defects and/or damages. You have no right to claim remediation of a defect and/or damage if the Product has been disassembled, You have tampered with the Product or it in any way has been used for anything other than intended purpose and in accordance with the specifications.

7.7 If the Products are subject to a defect and/or damage, You must return the Products to Veo for Veo's further investigations. Veo may – at its sole discretion – choose to either fix the defect or replace the Product with a replacement Product. This remediation shall be Your sole remediation for defects and the full replacement or repair cost shall be paid by You, unless the defect and/or damage is due to Veo's acts or omissions.

7.8 Shipping costs in connection with the return of the delivery to Veo will only be refunded to You if the return is a result of defects (caused by Veo) in the Products.

8. INDEMNITY

8.1 Except for damages, claims or losses due to Veo's negligent acts or omissions, You, to the extent permitted by law, will indemnify and hold Veo and Veo's property, free and harmless from any liability for losses, claims, injury to or death of any person, or for damage to property arising from You using and possessing the Products or from the acts or omissions of any person or persons, including You, using or possessing the Products with Your express or implied consent.

9. BREACH

- 9.1 If You material breaches the Agreement Veo is entitled to terminate the Agreement immediately and demand compensation for its loss. Moreover Veo will be entitled to terminate any subscription service (as further defined in the GTCs) immediately without You being entitled to claim any compensation.

10. DELIVERY

- 10.1 The Products will be shipped as soon as possible after Veo has confirmed Your order. Shipping times are described at shop.Veo.co. Local circumstances may influence on delivery times, e.g. customs handling, local holidays etc.
- 10.2 In the event of delay, Veo will take necessary measures to deliver the Products in a timely manner. If Veo has provided You with a specific delivery date and the Products are delayed with more than ninety (90) days from the specific delivery date, then You shall be entitled to cancel the order and – in case payment has taken place – be entitled to repayment of all paid fees relating to the Products. Such claim for repayment shall be Your sole remedy for delays.
- 10.3 The risk of the Products shall pass to You when the Products have been handed over to a third-party carrier.
- 10.4 Products featured at the Veo website do not imply or warrant that these Products will be available, and an order will only be binding upon Veo's confirmation.
- 10.5 Any Products described on the Veo website are offered only in jurisdictions where they may be legally offered for lease. The information on the VEO website is not an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation cannot legally be made, or any person to whom it is unlawful to make a solicitation.

11. PRODUCT LIABILITY

- 11.1 Veo shall only be liable for product liability in accordance with the normal requirements under the Danish Product Liability Act.
- 11.2 If a third-party claims product liability involving the Products against only You, You shall immediately notify Veo of the claim.

12. GOVERNING LAW, CONTRACTING ENTITY AND LOCATION FOR DISPUTES

- 12.1 This Agreement shall be governed by and interpreted in accordance with the laws of Denmark without regard to international private law regulations or principles of Danish law leading to the application of other laws than substantive Danish law. Any dispute arising from or related to the



Agreement shall exclusively be settled by the courts in Denmark with the District Court of Copenhagen as the venue.