



# Enterprise Terms of Service

## WeVideo Enterprise Agreement

This WeVideo Enterprise Agreement (the "Agreement") is between WeVideo, Inc., a Delaware corporation ("WeVideo") and you ("Customer" or "You") and the applicable persons authorized by you to access your Enterprise Account (each an "End User"), as applicable.

This Agreement incorporates the WeVideo Terms of Use ("Terms") (in particular the portion of the Terms entitled "Miscellaneous Legal Terms") and the WeVideo Privacy Policy ("Privacy Policy") and governs access to and use of the WeVideo for Business, WeVideo for Schools, WeVideo for Higher Ed and other WeVideo Enterprise services and any client software (the "Services" or "WeVideo for Enterprise"). To the extent this Agreement conflicts with the Terms, this Agreement controls. Please take note that in this Agreement, you are agreeing that your Administrator may be able to control account information and access to your Enterprise Account.

## 1. End Users.

1. Accounts. You may create a new account as part of a Enterprise account or convert an existing Free, Flex, Personal or Business Account into an Enterprise Account. Note - if you convert a personal Free Account into an Enterprise account, it will be subject to the Administrator's control and you will be required to use the Services in compliance with any employment obligations and policies imposed by the owner of the Enterprise Account.

2. Administrator Control. You may specify End Users as "Administrators" through the administrative console. You are responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrator use of the Services complies with this Agreement. WeVideo's responsibilities do not extend to the internal management or administration of the Services for you. Administrators may have the ability to access, disclose, restrict, or remove information in or from an End User's Enterprise Account. Administrators may also have the ability to monitor, restrict, or terminate access to an End User's Enterprise Account. The Administrator is also able to disassociate an End User from the Enterprise Account.

3. Age Restricted Users. Under certain circumstances, you may allow End Users under the age of 13 to use your Enterprise Account, subject to the following conditions:

1. You must control access to your Enterprise Account using the "Walled Garden" feature by checking the permission "Require exports to be approved" and unchecking the permissions "Public Gallery Page" and "Allow Public Sharing".

2. You must either be the legal parent or guardian of all End Users under 13 or you must obtain legally binding, written permission from the legal guardian or parent of such End User;

3. You shall maintain a process for allowing the legal guardian or parent of all End Users under the age of 13 to access all information that you store or maintain related to such End Users and respond to any requests to remove, modify, or update such information.

4. You agree to be solely responsible for all compliance with the Children's Online Privacy Protection Act ("COPPA") and all related rules and regulations and shall indemnify, defend, release, and hold WeVideo harmless for any actual or alleged violations or breaches of applicable law, including COPPA.

5. Customer will promptly notify WeVideo of any unauthorized use of, or access to, the Services or any alleged violation of COPPA.

4. Controller. When you own an Enterprise Account, you or your company act as a Controller of personal data, based on your or your company's privacy policies. For example, your company controls your data and WeVideo processes your data in accordance with privacy policies managed by your company.

5. Account owner data. When you or your company purchases an Enterprise Account, a special account-the Account Owner for the Administrator-is created. Every Enterprise Account has an account owner. Account owner data that we collect is used to create, bill, and maintain the Enterprise plan service ("Owner data").

6. Data policies. Users in an Enterprise Account are subject to the privacy policy set forth by the Administrator. Some Enterprise Accounts provide users with the additional ability to control some privacy settings within the WeVideo service. Under some circumstances, some data may also be subject to WeVideo's privacy policy. For example, if you have privacy settings available in the Manage account section, and you opt-out from all WeVideo privacy settings, then WeVideo is a processor of your Service data based on privacy policies established by your company. If on the other hand, when you are not a student, and you consent to some types of WeVideo data collection, then WeVideo's privacy policy will apply in those circumstances. For example, if you consent to receive WeVideo marketing communications to learn about our services and how to use them in your work, we will process that marketing data according to WeVideo's Privacy Policy

## **2. Customer Obligations.**

1. Compliance. Customer will use the Services in compliance with the Terms, this Agreement, our Privacy Policy and all applicable laws, including COPPA. Customer will obtain and maintain any consent from End Users to allow Administrators to engage in the activities described in this Agreement and to allow WeVideo to provide the Services. Customer represents, and must ensure, that its End Users are governed by this Agreement, the Terms, and the Privacy Policy.

2. Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services.

3. Restricted Uses. Customer will not (i) sell, resell, or lease the Services or (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury. Customer, not WeVideo, is responsible for any applicable vertical or industry-specific regulation compliance.

## **3. Third-Party Requests.**

1. "Third-Party Request" means a request from a third-party for records relating to an End User's use of the Services including information in or from an End User or Customer Enterprise Account. Third-Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

2. Customer is responsible for responding to Third-Party Requests via its own access to information. Customer will seek to obtain information required to respond to Third-Party Requests and will contact WeVideo only if it cannot obtain such information despite diligent efforts.

3. WeVideo will make commercially reasonable efforts, to the extent allowed bylaw and by the terms of the Third-Party Request, to: (A) promptly notify Customer of WeVideo's receipt of a Third-Party Request; (B) comply with WeVideo's commercially reasonable requests regarding its efforts to oppose a Third-Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third-Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third-Party Request, then WeVideo may, but will not be obligated to do so.

## **4. Communication Setting Management.**

1. Customer is responsible for maintaining all "opt-in/out" settings for communications from or via WeVideo for all of Customer's End Users. Customer will use reasonable efforts to answer any requests from End Users regarding such settings.

## 5. Services.

1. Provision of Services. So long as Customer has paid in full all associated fees for the subscription, Customer may access and use the Services made available by WeVideo on the initial term commencing on the execution date and remain in *effect* for the time period set forth in the Customer's subscription.

2. Facilities and Data Transfer. WeVideo will use commercially reasonable efforts to ensure that all facilities used to store and process Customer Data meet commercially reasonable security standards. By using the Services, Customer consents to transfer, processing, and storage of Customer Data. If Customer requires, in its sole discretion, specific terms for processing Customer Data which includes personal information, Customer may submit a form agreeing to the terms of the Data Processing Agreement ("DPA") available at <https://wevideo.com/dpa>, and the DPA on the Site at the time of such submission will be incorporated into this Agreement on the date of such submission or the Effective Date, whichever is later. "Customer Data" means any data and content stored or transmitted via the Services by Customer or End Users.

3. Modifications to the Services. WeVideo may update the Services from time to time. If WeVideo changes the Services in a manner that materially reduces their functionality, WeVideo will inform Customer, unless Customer has opted-out of communications of that type from WeVideo.

4. Limitations on Use of Services. WeVideo may impose reasonable limitations on bandwidth usage for the Services.

5. Customer List. WeVideo may include Customer's name in a list of WeVideo customers on the WeVideo website.

6. Contests and promotions. From time to time, Customer may use the Services to offer certain promotions or contests ("Promotions") in connection with generation of user generated content from users of our Service. In such event, Customer acknowledges and agrees that: (i) Customer shall be solely responsible and liable for the administration of such Promotion and fulfillment of all prizes in compliance with all applicable laws, rules, regulations, and statutes; (ii) Customer shall indemnify, defend, hold harmless, and release WeVideo from any and all claims by any person, party, or governmental authority arising out of or in connection with your Promotion, including any allegation that any Promotion violated any applicable law; and (iii) Customer shall publish in connection with all Promotions a complete, clear, and conspicuous set of rules.

## 6. Support.

1. Customer will, at its own expense, respond to questions and complaints from End Users or third-parties relating to use of the Services. Customer will use reasonable efforts to resolve support issues before escalating them to WeVideo.

## 7. Suspension.

1. Of End User Accounts by WeVideo. If an End User (i) violates this Agreement or the Terms; (ii) uses the Services in a manner resulting in excessive support requests; or (iii) uses the Services in a manner that WeVideo reasonably believes will cause it liability, then WeVideo may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, WeVideo may do so.

2. Security Emergencies. Notwithstanding anything in this Agreement, if there is a Security Emergency then WeVideo may automatically suspend use of the Services. WeVideo will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "Security Emergency" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third-party access to the Services.

## 8. Third-Party Services.

1. If Customer uses any third-party service with the Services, (a) the service may access or use Customer's or End User's information; (b) WeVideo will not be responsible for any act or omission of the third-party, including the third-party's use of Customer's or End User's information; and (c) WeVideo does not warrant or support any service provided by the third-party.

## 9. Fees & Payment.

1. Fees. Customer will (i) purchase the subscription (ii) pay the invoice within thirty (30) days after the date of the applicable invoice, and (iii) authorize WeVideo to charge using Customer's selected payment method, for all applicable fees. Fees are non-refundable except as required by law. Customer is responsible for providing complete and accurate billing and contact information to WeVideo. WeVideo may suspend or terminate the Services if fees are 30 days past due.

2. Upgrading. Customers upgrading the Service to a larger capacity level, will be billed on a pro-rated basis, from the date of upgrade, to the next renewal date of the original subscription.

3. Renewals. In the event that Customer desires to reinstate the subscription after allowing such services to lapse, the renewal term shall commence upon the expiration of the last term paid in full. For each renewal term of the subscription, Customer shall pay the current unit list price, less discount (if applicable). For any renewal term, the terms of this Agreement shall govern and all fees shall be payable within thirty (30) days after the invoice date and payable in advance of the applicable term. IF CUSTOMER'S ACCOUNT IS SET TO AUTO RENEWAL, WEVIDEO MAY AUTOMATICALLY CHARGE FOR THE RENEWAL, UNLESS CUSTOMER NOTIFIES WEVIDEO THAT CUSTOMER WANTS TO CANCEL OR DISABLE AUTO RENEWAL. WeVideo may revise Service rates by providing Customer at least 30 days notice prior to the next charge.

4. Taxes. Customer is responsible for all taxes. WeVideo will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide WeVideo with an official tax receipt or other appropriate documentation.

## 10. Term & Termination.

1. Term. This Agreement will remain in *effect* until Customer's subscription to the Services expires or terminates, or until the Agreement is terminated.

2. Termination for Breach. Either WeVideo or Customer may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

3. Termination at Will. Customer may terminate Auto-Renewal Agreement at any time by disabling Customer's Services account via the Services administrative console. Termed multi-year Agreements cannot be terminated.

4. End User Termination. End Users may stop using the Services at any time. If an End User's Enterprise Account is converted into a personal Free Account, this Agreement will terminate for that account with respect to the End User except that the portions of the Terms that protect WeVideo's rights will continue to apply.

5. Effects of Termination. If this Agreement terminates: (i) the rights granted by WeVideo to Customer will cease immediately (except as set forth in this section); (ii) the rights granted by WeVideo to End User will cease immediately; (iii) WeVideo may provide Customer access to its account at then-current rates so that Customer may export its information; and (iv) after a commercially reasonable period of time, WeVideo may delete any data relating to Customer's account. All sections of this Agreement that favor WeVideo shall survive.

## 11. Indemnification.

1. By Customer. In addition to any of your indemnification obligations under our Terms, you will indemnify, defend, and hold harmless WeVideo from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement, our Terms, or any applicable law; or (iii) use of the Services by Customer's End Users.

## 12. Legal Terms.

1. THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.