

Terms of Use

Last Updated: December 30, 2009

YOUR USE OF THE SERVICES OF BEAMUPS NETWORKS LTD (“BNL”) IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS OF USE.

1. Acceptance of these Terms of Use

Welcome to Beamups, by Beamups Networks Ltd. (“BNL”). These Terms of Use (“TOU”) are entered by and between BNL and any subsidiary thereof (“we”, “us”, “our”) and you. “You” are the individual or the legal entity choosing to access our online environment and use our unique web-based application (together referred to hereinafter as the “Environment”) and the services it provides (the “Services”, as further described below) under these TOU. By clicking “YES” to these TOU and accessing or using our Environment or the Services you agree to be bound by this TOU. BNL reserves the exclusive right at its sole discretion to update and amend in any way whatsoever these TOU at any time and you agree to such right of BNL and accept and acknowledge these TOU as revised from time to time. Changes to TOU are effective after we provide you with at least ten days' notice by posting the changes on BNL website or on our Environment. The most current version of these TOU can be reviewed by clicking on the [Terms of Use](#) hypertext link located in our Environment. It is your responsibility to periodically check any updates to these TOU. If you do not agree with any or all of these TOU, as may be revised from time to time, click "NO" or do not access our Environment nor use the Services.

2. Definitions

For the purpose of these TOU and any documents attached hereto, the following Terms shall have the meaning ascribed to them below:

- 2.1. “**Buyer**” means any User interested in purchasing/licensing Content from a Seller.
- 2.2. “**Content**” shall mean any content that may be uploaded to the Environment, including without limitation, text, software, scripts, graphics, photos, sounds, music, videos, interactive features and any other form of data that may be transmitted through the Internet.
- 2.3. “**Content Provider**” (or “**CP**”) shall mean any person or other legal entity, which uploads Content to our Environment subject to these TOU.
- 2.4. “**Intellectual Property Rights**” (“**IP Rights**”) means any and all proprietary rights whether such are registerable or not, including without limitation, all of the following: (a) copyrights, including moral rights, registrations and applications for registration thereof, mask works and registration thereof; (b) patents, patent applications and all related continuations thereof, design patents, applications and registrations thereof, certificates of inventions; (c) trade secrets and proprietary information, know-how, manufacturing and product process and techniques, designs, prototypes, work-in progress, research and development information; (d) computer software programs, data and documentation; or (e) any other intellectual property rights of any nature. Intellectual Property Rights shall also include any modification, adaptation or derivation thereof made by its proprietor.

- 2.5. “**Seller**” shall mean any registered Content Provider that wishes to enter into an agreement with a Buyer for the sale/licensing of his/its Content in accordance with these TOU.
- 2.6. “**TOU**” shall mean these TOU, as may be amended from time to time and any other document attached hereto, including without limitation our [Privacy Policy](#) and our [Information Security Profile](#).
- 2.7. “**User**” shall mean anyone visiting or using our Environment.

3. Conditions for Use and Registration

- 3.1. BNL hereby grants you permission to access and use the Environment, provided you comply with these TOU.
- 3.2. By using our Environment and Services you hereby declare and warrant:
 - 3.2.1. Your awareness, understanding and complete acceptance of these TOU.
 - 3.2.2. You are at least 18 years of age and legally capable of entering into contracts under the laws of England.
 - 3.2.3. Should you use the Environment on behalf of a legal entity, you hereby certify and guarantee that you are fully authorized and entitled to bind such legal entity.
- 3.3. **IF YOU DO NOT FULFILL THE ABOVE REQUIREMENTS THEN YOU ARE REQUESTED TO IMMEDIATELY REFRAIN FROM ACCESSING OUR ENVIRONMENT AND FROM USING OUR SERVICES.**

4. BNL’s Services

- 4.1. BNL is a WEB 2.0 global online news marketplace, that provides a news exchange platform (as an intermediary) where news content owners can store, present, sell and/or license their content to various consumers; and where organizations can find new perspectives on current events and acquire materials a la carte on an exclusive or non-exclusive basis (“**Services**”).
- 4.2. These TOU govern: (i) the access to the Environment and the Services; (ii) the purchase/license and any use of any Content supplied by the Content Providers through the Environment; and (iii) any and all Services provided by BNL.
- 4.3. Among other things, the Services will enable you to register online as a Content Provider or as a Buyer; view Content; upload and download Content subject to these TOU and to any agreement that may be reached between a Buyer and a Seller, including any order of or invitation to offer such Content from any Content Provider; store Content on the Environment; interact with other Users in our Environment; rate different Content and Content Providers; and ask questions and make comments. You hereby agree that BNL may alter, expand or reduce the Services or any feature thereof from time to time without prior notice.

5. User Account and Registration

- 5.1. To obtain the Services or access our Environment, you will be required to post a user ID and a password. You take sole and full responsibility for maintaining the confidentiality of your account, ID and password, and for all activities that occur under your account. You are advised to exit your account at the end of each session; BNL cannot and will not be liable for any loss or damage arising from your failure to do so. You take sole and full responsibility for adequate protection and backup of data and/or equipment used in connection with the Services. You agree to immediately notify BNL of any unauthorized use of your account or any other breach of security.
- 5.2. By registering for the use of the Environment or the Services, You hereby warrant and represent that all information you provide in registration, in using the Services (including the uploading/downloading of Content and making any transactions in regard therewith) or otherwise is true, accurate, and complete. You undertake to maintain and update any of the registration data, and any information you provide to BNL, to keep it accurate, current and complete at all times.
- 5.3. Content Provider's Account:
 - 5.3.1. Any Content Provider must enter his profile in the 'Content Provider' section of the Environment. Upon confirmation by BNL of your registration as CP, you will be entitled to submit your Content(s) subject to these TOU, unless your registration is discontinued by BNL. You can discontinue your registration with BNL's Environment/Services at any time, subject to a prior notice send to: registration@beamups.com.
 - 5.3.2. Upon registration, each CP will be supplied with a minimum of 2.0 GB personal locker ("CP's Locker") for hosting its Content, and may purchase further locker space from BNL. The CP may upload any Content to its CP's Locker at its sole discretion, and will supply any Meta-data necessary for such Content's registration, integration and presentation in the Environment and the Services. The Meta-data will describe the Content. It can only include texts, images and sounds provided by the CP to BNL. Any Content must be entered into the right Content category. You are solely responsible for the choice of the category in which you choose to file your Content. BNL at its sole discretion, reserves the right to cut back the Locker size in the event there **is no usage** such as uploading of any Content, tagging of Meta-data and/or a lack of transactions after a reasonable period of time.
- 5.4. Buyer's Account:
 - 5.4.1. The Buyers must register in the 'Buyer' section of the Environment. Upon confirmation by BNL of your registration as Buyer, you will be entitled to purchase Content subject to these TOU, unless your registration is discontinued by BNL. You can discontinue your registration with BNL's Environment/Services at any time, subject to a 30 days' prior notice send to: registration@beamups.com.

- 5.4.2. Upon registration, each Buyer will be supplied with a personal locker (“**Buyer’s Locker**”) for hosting its purchased/licensed Content for a limited period of time and storage space, and may purchase further locker space from BNL. Any such Content shall remain in the Buyer’s Locker according to the specific terms of the purchase/license of the relevant Content or as otherwise agreed between the Buyer and BNL.
- 5.5. BNL cannot and does not monitor the Content, and therefore makes no warranty with regard to the Content. However, BNL reserves the right, at its sole discretion, to:
 - 5.5.1. render, refuse or withdraw service or subscription to any person or entity for any or no reason whatsoever;
 - 5.5.2. for preview purposes, make any Content uploaded by a CP to its Locker in the Environment available to Buyers and other Users, in any form and format of preview, carrying BNL’s watermark, as BNL sees fit.
 - 5.5.2A BNL shall have an unlimited right to translate to any language, any text or meta text related to the Content uploaded by a CP to its Locker in the Environment, and make the translation available to Buyers and other Users, in any form and format of preview, carrying BNL’s watermark, as BNL deems fit.
 - 5.5.3. Rate any CP or Buyer at its sole discretion, in accordance with BNL’s rating system described in clause 6 below, and make such rating available to other CP’s and Buyers.
 - 5.5.4. Without derogating from the above, Remove from the Environment any Content it finds to be inappropriate and not in compliance with these TOU, such as, but not limited to, infringing, pornography, obscene or defamatory material. BNL may do so at any time, without prior notice and at its sole discretion.

6. CP’s evaluation and credibility ranking

- 6.1. BNL evaluates and ranks CP’s into five different ranks: White, Bronze, Silver, Gold and Platinum. BNL’s system is designed to perform such evaluation and ranking in accordance with the criterias specified in our [Evaluation and Credibility Ranking Policy](#).
- 6.2. BNL reserves the right to limit, temporarily or permanently, the ranking of CP’s on the Environment and through the Services, pursuant to criteria and thresholds that it may update from time to time at its sole discretion. Such criteria may also include, *inter alia*, complaints regarding a CP about the violation of these TOU. If you have any such complaint, please contact us at info@beamups.com.

7. User Conduct

- 7.1. You are solely and entirely responsible for all information and Content that you upload, post or otherwise transmit via the Environment and the Services. You are not entitled to make available to a Buyer or present in public any Content that may reasonably be deemed as such that a Buyer is not entitled to purchase, present in public or refer to. Without derogating from the generality of the above, you

expressly agree not to upload, post or otherwise transmit via the Environment and

the Services any information or Content that: (1) is inaccurate or deceitful; (2) is fraudulent or implies the sale of faked, counterfeited, borrowed or stolen Content; (3) is obscene, pornographic or contains pedophilic material; (4) is defamatory, slanderous or libelous; (5) incites sexual, racial, religious or ethnic hatred or violence (6) includes unauthorized disclosure of personal or proprietary information; (7) violates or infringes any person's IP Rights, confidentiality agreements or a third party's privacy; (8) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or secretly intercept any computer system, personal information or data; (9) offers goods or services or contain direct or indirect hypertext links towards goods or services, other than those offered through BNL's Services; (10) incurs BNL's liability or the loss of all or part of the services of its suppliers, especially its Internet services providers; (11) is otherwise prohibited by these TOU. BNL does not monitor Content, but BNL and its designees nevertheless reserve the right to monitor, restrict access to, or remove any Content that is made available via its Services and/or Environment, as it sees fit or as required by the applicable [Notice & Takedown](#) rules or as instructed by any competent authority.

- 7.2. You undertake not to use the Environment or the Services to: (1) interfere with or misuse other Users' accounts, Content and its Meta-data, transmissions or transactions; (2) pretend to be BNL, BNL's User or anyone else, or spoof BNL's or anyone else's identity; (3) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Content transmitted through the Services; (4) misrepresent your affiliation with a person or entity; (5) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other Users' ability to use the Services; (6) engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or site, stalking, or making threats of harm; (7) collect or store personal data about other Users unless specifically authorized in writing by such Users; or (8) transmit spam, bulk or unsolicited communications.
- 7.3. You expressly agree not to: (1) engage in activities that would violate or infringe upon BNL's or its Users' IP Rights or any other right under any law; (2) copy or distribute in any way whatsoever BNL's web pages, Environment or web-based application or any part thereof, or to record or collect any information disclosed thereon, without BNL's prior written consent; (3) use any sort of device or software in order to disturb the good operation of the Environment or the Services or (4) make any derivative use of the Environment or the Services.
- 7.4. You agree not to use or launch any automated system, including without limitation, "robots", "spiders" or "offline readers" that accesses the Environment in any manner that sends more requests to BNL's servers in a given period of time than a human can reasonably produce in the same period of time by using a conventional online web browser.
- 7.5. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of

BNL without our express written consent. You may not use any meta tags or any other "hidden text" utilizing BNL's name or trademarks without our express written consent. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of beamups.com so long as the link does not portray BNL, or its products or services in a false, misleading, derogatory, or otherwise offensive matter.

- 7.6. **No Circumvention of Services.** You undertake not to take any action as to circumvent the Services granted by BNL, including without limitation soliciting any User to make a transaction regarding Content already existing on BNL's Environment, outside the Services. Also, you undertake not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Environment or the Services, use of the Services, or access to the Environment or the Services.
- 7.7. In your use of the Environment and Services, you will comply with the terms and conditions of these TOU and all applicable local, national, and international laws and regulations. Without derogating from Section 9.3 below, when purchasing Content or purchasing license for Content you will comply with the terms and conditions of the license.
- 7.8. **BNL's Sanctions.** Without limiting other remedies available to us under these TOU or any applicable law, BNL reserves the right to send a warning, or to refuse, limit, suspend or discontinue, temporarily or permanently, a User's membership, to prohibit access to our Environment, delay, remove hosted Content, stop providing our Services to any User and take technical and legal steps to keep Users off the Environment in the following circumstances: (1) non-compliance with all or part of these TOU, at BNL's sole discretion; (2) if it becomes apparent to BNL that this User is involved in fraudulent activities relating to the Environment, the Content or the Services; (3) if BNL is unable to check or authenticate the information provided, and the member does not answer to the authentication requests from BNL; or (4) if BNL considers that a User's behavior is likely to make himself, BNL or other Users liable under any law. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long time. Furthermore, in the event of any deliberate disinformation by the CP regarding the Content and/or of any court enquiry or dispute relating to the Content, BNL can be brought, where relevant and upon demand, to disclose the identity of such CP to the Buyer or any other injured party. If your account is temporarily or permanently discontinued, you are no longer authorized to use our Environment or our Services.

8. Disclaimer of Warranties

ALL SERVICES AND CONTENT ARE PROVIDED "AS IS" AND AS AVAILABLE, WITHOUT ANY WARRANTY. BNL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF SERVICE, TITLE OR NON-INFRINGEMENT. BNL MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, CONTENT, MATERIALS, GOODS OR

SERVICES OBTAINED THROUGH BNL'S SERVICES OR ENVIRONMENT, OR THAT BNL'S SERVICES WILL MEET ANY OF YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF BNL'S SERVICES AND ENVIRONMENT ARE AT YOUR SOLE RISK.

9. Limitation of Liability

- 9.1. YOU UNDERSTAND THAT WHEN USING THE ENVIRONMENT OR THE SERVICES, (INCLUDING WITHOUT LIMITATION ANY TRANSLATION BY BNL AND USE OF ANY API (APPLICATION PROGRAMING INTERFACE) PROVIDED BY BNL OR OTHERWISE (IN CONNECTION WITH SECURITY BREACHES OR OTHERWISE)), YOU WILL BE EXPOSED TO CONTENT FROM A VARIETY OF SOURCES. YOU EXPRESLY ACKNOWLEDGE THAT BNL DOES NOT HAVE ACCUAINANCE OR CONTROL OF THE CONTENT OR OVER ANY ACTIONS OR OMMISIONS OF THIRD PARTIES. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BNL BE LIABLE FOR DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGE FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWIL; BUSINESS INTERRUPTION; OR ANY OTHER PECUNIARY LOSS) OR THIRD PARTY CLAIMS UNDER OR IN CONNECTION WITH THE SERVICES, THESE TOU OR THE BREACH THEREOF, WHETHER ARRISING IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER STATUTE, REGULATION TO LEGAL THEORY, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, FOR:
- THE CONTENT, INCLUDING WITHOUT DEROGATION ITS ACCURACY, QUALITY, COMPLETENESS, LEGALITY, RELIABILITY OR THRUTHFULNESS;
 - THE AVAILABILITY OF BNL'S SERVICES OR THE ENVIRONMENT;
 - THIRD PARTY SERVICES OR WEBSITES;
 - UNAUTHORISED ACCESS, ALTERATION, THEFT, CORRUPTION OR DESTRUCTION OF OR TO YOUR, YOUR CUSTOMER'S OR YOUR BUSINESS PARTNER'S COMPUTER FILES, DATABASES, NETWORK, TRANSMISION FACILITIES OR EQUIPMENT THAT RESULT FROM YOUR USE OF BNL'S SERVICES (YOU ARE SOLELY RESPONSIBLE FOR KEEPING BACKUPS OF ANY USER SUBMISSION YOU UPLOAD TO BNL'S ENVIRONMENT);
 - CAUSES BEYOND BNL'S REASONABLE CONTROL.
- 9.2. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTION WITH OTHER USERS. IF YOU HAVE A DISPUTE WITH ANY OTHER USER, YOU AGREE THAT BNL IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. BNL RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE BETWEEN TWO OR MORE USERS, ARISING OUT OF THEIR USE OF THE ENVIRONMENT OR THE SERVICES.
- 9.3. BNL ALLOWS USERS TO OFFER, SELL, LICENSE, TENDER, SOLICIT AND BUY CONTENT, AT ANYTIME, FROM ANYWHERE, AT PRICES SET ONLY BY THE SELLERS. BNL IS NOT INVOLVED IN THE ACTUAL TRANSACTION BETWEEN BUYERS AND SELLERS. BNL HAS NO

CONTROL OVER AND DOES NOT GUARANTEE THE ABILITY OF SELLERS TO SELL OR LICENSE CONTENT, THE ABILITY OF BUYERS TO PAY FOR CONTENT, OR THAT A BUYER OR SELLER WILL ACTUALLY COMPLETE A TRANSACTION.

- 9.4. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against BNL with respect thereto. BNL does not endorse any Content or any opinion, recommendation or advice expressed therein, and BNL expressly disclaims any and all liability in connection with any Content.
- 9.5. We may modify, alter or discontinue the Services or any part thereof without notice, without any liability whatsoever to you, or to any other online user or any third party.
- 9.6. With regard to Services that we provide that have an interactive content or element, we make no guarantee or representation in any way whatsoever that you will be given any response to any questions or input that you may provide. Neither do we make any guarantee or representation whatsoever that any response that you receive via the Services to any input that you provide will be accurate. We shall not be liable in anyway whatsoever should you not receive any responses to your questions or inputs, or should the responses that you do receive be in anyway inaccurate, incomplete or misleading.
- 9.7. We may choose to have third party websites linked to our Environment or to the environment through which the Services are accessed. These third party links are provided for your convenience and shall be accessed by you entirely at your own risk. We have no responsibility or liability whatsoever for the content, availability or effect of any such third party linked websites.

10. Indemnification

- 10.1. YOU AGREE TO FULLY INDEMNIFY AND HOLD BNL AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, CLIENTS, AGENTS, LICENSORS, SUPPLIERS, ALLIANCES, MEMBERS, OTHER PARTNERS, EMPLOYEES AND REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF ANY CONTENT OR OTHER DATA YOU UPLOAD, POST, TRANSMIT, SELL, PURCHASE OR DOWNLOAD THROUGH THE ENVIRONMENT; YOUR USE OF THE SERVICES OR OF THE ENVIRONMENT; YOUR VIOLATION OF THESE TOU OR YOUR VIOLATION OF ANY RIGHTS OF ANY OTHER USER OR THIRD PARTY WITH CONNECTION TO THE SERVICES OR THE ENVIRONMENT, OR THE INFRINGEMENT OF ANY LAW OR RIGHT OF THIRD PARTIES. THIS DEFENSE AND INDEMNIFICATION OBLIGATIONS WILL SURVIVE THESE TOU AND YOUR USE OF THE ENVIRONMENT OR OF THE SERVICES.

10.2. YOU SPECIFICALLY AGREE TO HOLD BNL HARMLESS, REGARDING ANY DISPUTE ARISING BETWEEN A CP AND A BUYER, AGAINST ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THEIR CONTRACTUAL RELATIONSHIP, AND AGAINST ANY PRESENT OR FUTURE DAMAGE, ACTUAL OR ALLEGED, ARISING FROM OR RELATING TO SUCH CLAIMS.

11. Data Protection and Privacy Policy

BNL recognizes the importance of protecting your privacy. The information we hold about you will be used to provide the Services requested, and for purposes of identification, analysis and fraud/damage prevention. You can read more about the privacy and information security issues in our [Privacy Policy](#) and our Information Security Profile.

12. Intellectual Property

- 12.1. Any and all IP Rights, arising with connection to the Environment or to BNL's Environment and in any material of whatever nature produced by us and supplied to you, shall be vested in and owned solely and exclusively by us, and nothing in this TOU or in our provision of the Services shall be interpreted otherwise in any way whatsoever.
- 12.2. You hereby represent and warrant that you hold good and complete right and title, including without derogation any IP Rights, in and to the Content, and you have full right and power to make such Content available to the public, whether for consideration or not. You must have written permission to use the name or picture of any person or property stated in any way in the Content You upload to the Environment.
- 12.3. For clarity, you retain all of your IP Rights in and to your Content. However, by submitting any Content to BNL, you hereby grant BNL a worldwide, non-exclusive, royalty-free, sublicenseable, transferable, perpetual and irrevocable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content or any part thereof in connection with BNL's Environment and Services, for the following purposes: (1) edit any Content and prepare a preview of it; (2) make available for the public and publicly display such preview and the Content through our Environment; (3) advertise and market and BNL Environment and Services through any form of media whatsoever. You also hereby grant any other User a non-exclusive license to access your Content through the Environment, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Environment and under these TOU. Furthermore, you understand and agree that BNL may retain, but not display, distribute, or perform, server copies of Content that have been removed or deleted.

13. Copyright Complaints – Notice and Takedown

BNL's policy is aimed at ensuring that Content does not infringe upon the intellectual property rights of others. However, because BNL cannot be an expert in your

intellectual property rights, and cannot verify that sellers have the right to sell/license/present the many items they post through BNL's Environment, we need your help in identifying infringing Content. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our [Notice and Takedown](#) procedure for making claims of copyright infringement.

14. Terms of Sale or License of Content

14.1. Initiated by CP:

14.1.1. Each CP may offer to sell or license any of its Content to a Buyer in one of the following options:

14.1.1.1. Standard non-exclusive Territorial (SNE-90-T): Buyer has the option to purchase the non-exclusive right to use the Content in a specific territory in any form of media for a period of 90 days. Thereafter, the Buyer shall have a non-exclusive right to use the Content only on any website in that specific territory for a period of additional 275 days.

14.1.1.2. Standard non-exclusive Worldwide (SNE-90-W): Buyer has the option to purchase the non-exclusive right to use the Content worldwide in any form of media for a period of 90 days. Thereafter, the Buyer shall have a non-exclusive right to use the Content only on any website worldwide for a period of additional 275 days.

14.1.1.3. Exclusive 48h Worldwide (E-48-W): Buyer has the option to purchase an exclusive license to use the Content worldwide in any form of media for a period of 48 hours as of the execution of the transaction. Thereafter the Buyer may purchase a non-exclusive right to use the Content worldwide in any form of media for an additional period of 88 days, in a certain territory or worldwide, for a certain premium. Thereafter, the Buyer shall have a non-exclusive right to use the Content only on any website worldwide for a period of additional 275 days.

14.1.1.4. Full Ownership (F-CR): Buyer has the option to purchase the complete and full ownership of all rights in and to the Content, indefinitely. Among other things, this option secures exclusivity and sub-licensing rights.

14.1.2. **Price.** The price of each Content item is determined solely by the Seller and is indicated in USD in the transaction summary detailed in the Environment, before clicking 'Accept'. BNL provides a platform for Sellers and Buyers to negotiate and complete transactions. BNL does not determine the terms of the transaction between Sellers and Buyers and is not the agent of and does not represent nor supervise either the Seller or the Buyer for any purpose. For your convenience, BNL provides a tentative [Suggested Price Schedule](#) based upon market surveys and industry experts' assumptions, which you can use as reference for determining the price.

14.2. Initiated by Buyer/User:

- 14.2.1. Each Buyer/User may tender CP's to offer specific Content for sale/license, or order any such specific Content from any CP for sale/license, according to any of the abovementioned options. Any such tender, offer or any other similar offer made by a User to any CP shall be subject to these TOU.
- 14.2.2. **Price.** The price of each Content item shall be as determined in the tender/order or as otherwise agreed between the Seller and the Buyer and is indicated in USD in the transaction summary detailed in the Environment, before clicking 'Accept'. BNL provides a platform for Sellers and Buyers to negotiate and complete transactions. BNL does not determine the terms of the transaction between Sellers and Buyers and is not the agent of and does not represent nor supervise either the Seller or the Buyer for any purpose. For your convenience, BNL provides a tentative [Suggested Price Schedule](#), based upon market surveys and industry experts' assumptions, which you can use as reference for determining the price.
- 14.3. **Transfer of Rights in and to the Content.** The transfer of the ownership/license in and to the Content item purchased/licensed by the Seller to the Buyer shall take place upon the receipt by BNL of the approval of the payment therefore ("**Approval**"). For the purpose of this section, Approval shall mean final and irrevocable payment of the payment services supplier.
- 14.3A **Affiliates' Rights to use the Content.** The ownership/license in and to any Content purchased/licensed by the Seller to the Buyer is without the right to sublicense. However, with respect only to Content that was purchased/licensed by a Seller to a News Buyer 10 days or more after the posting of this section on BNL website or on our Environment, a News Buyer may sublicense the ownership/license in and to the Content item purchased/licensed by it to its Affiliate(s) if: (i) there is an affiliate agreement or similar commercial agreement between the News Buyer and such Affiliate(s), which shall be in full force and effect for a minimum period of one (1) month from the date of the sublicense of the Content, and (ii) the sublicensed Content is edited material. For purposes of this section, "News Buyer" means any User that is a broadcaster, online publisher, website publisher, radio station or online radio station, that uses the Content for the sole purpose of daily news program(s)(excluding for avoidance of doubts, documentaries and edited programs); and "Affiliate" means a broadcaster, online publisher, website publisher, radio station or online radio station which directly or indirectly controls, or is under common control with, a News Buyer
- 14.4. If you are a Buyer, than without derogating from Section 9.3 above, you undertake to adhere to and comply with all terms and conditions of the license granted to use by the Seller and not make any use of the Content which is not in line with such terms of license or purchase.
- 14.5. As BNL is not the owner of the Content and BNL assumes no liability over the Content or its use, You expressly acknowledged that BNL shall not be a party to any conflict, dispute or legal action between You (whether as a Buyer or a Seller) and any other third party (whether a Buyer or a Seller) and that all such conflicts and disputes shall be resolved between the Buyer and the Seller without involving BNL as an intermediate party.

15. Fees and Terms of Payment

- 15.1. **BNL's Commission.** Registering to our Environment, opening a basic User

account and uploading Content (to the maximum storage space allowed under the basic User account) is free of charge. We do charge commissions for other Services, as detailed in our [Fee Schedule](#), which we may change from time to time. Changes to our Fee Schedule are effective after we provide you with at least fourteen days' notice by posting the changes on the Environment. We may choose to temporarily change the fees for our Services for promotional events or new services, and such changes are effective when we post the promotional event or new service on the Environment.

YOU HEREBY ACKNOWLEDGE THAT ALL OUR COMMISSIONS ARE CALCULATED BASED ON THE PRICE QUOTED BY YOU ON OUR ENVIRONMENT FOR EACH TRANSACTION, AS MENTIONED IN SECTIONS 14.1.2 AND 14.2.2 ABOVE, INCLUDING ANY OTHER DEDUCTIONS OR TAXES THAT MAY LATER BE DUE FOR THAT PRICE PAID UNDER SUCH TRANSACTION BY ANY PARTY THERETO

(THE “**TRANSACTION PRICE**”), AND YOU EXPRESSLY AGREE TO BNL’S DEDUCTION OF BNL’S COMMISSION OFF THE TRANSACTION PRICE.

15.2. Payment for Content

15.2.1. In the event of any sale/license of Content initiated by a CP, Buyers must tender payment (through one of the payment methods detailed below) prior to being granted access to the Content purchased or licensed. Otherwise, in the Event of any sale/license of Content tendered, ordered or solicited from a CP by a Buyer, Buyers must provide for payment (through one of the payment methods detailed below) prior to being granted access to the Content purchased or licensed.

15.2.2. You agree that you will not make or attempt to make any charge-back and/or deny or reverse any payment that you have made and you will reimburse BNL for any charge-back. You hereby acknowledge your obligation to indemnify BNL for any damages or expenses borne by BNL arising out of or in connection with any denial or reversal of payments you make and loss suffered by BNL as consequences thereof.

15.2.3. You acknowledge that BNL does not undertake to ensure the financial status of any User prior to, during or after its registration to our Environment or its use of the Services. However, and without derogating from Section 9.3 above, we reserve the right to run credit checks on all Users with third party credit agencies on the basis of the information provided to us upon registration.

15.2.4. In the case of suspected or fraudulent payment, including use of a stolen credit card, or any other fraudulent activity (including any charge-back or other reversal of a payment) we reserve the right to block your account. We shall be entitled to inform any relevant agency, authorities or entities of any payment fraud or otherwise unlawful activity. In any event BNL shall not be liable for any unauthorized use of credit cards, irrespective of whether or not the credit cards were reported stolen.

15.2.5. **Means of Payment for Buyers.** For your convenience, BNL enables Buyers to pay for Content in any of the following means:

- Pay Pal account
- Credit cards
- Other wire transfer services

15.2.6. **Means of Transfers of Consideration to Sellers.** For your convenience, BNL enables Sellers to receive the consideration for their sold Content in any of the following means:

- Pay Pal account
- Wire transfer

Payment due to the Seller will be transferred within 30 days from the end of the month in which the transaction was completed. You undertake to refund BNL any payment it has made to you in the event BNL is obligated to refund payment made by the Buyer.

- 15.2.7. **Additional Costs Borne by the Seller.** Please note that any charges or commissions due to third parties for the use of the any and all of the abovementioned means of payment (both from the Buyer and to the CP) shall be in addition to BNL's Commission, and subtracted from any sum due to the Seller with regard to each transaction. We recommend you price your Content accordingly.
- 15.3. Unless otherwise stated, all fees are quoted in U.S. Dollars.
- 15.4. **Fees and Taxes.** You are responsible for paying all fees and applicable taxes associated with the Services in a timely manner with a valid payment method. Any and all taxes due from any User in connection with the execution of a transaction through BNL's Services ("**Transaction**") shall be paid directly by such User. Furthermore, the User shall take any and all actions in order to comply with any applicable law in connection with the execution of a Transaction. BNL does not monitor or enforce the Users compliance with any laws applicable to them. Without derogating from Section 10.1 above, you further agree to indemnify BNL for any damages or expenses borne by BNL arising out of or in connection with any failure to pay all due taxes and for loss suffered by BNL as consequences thereof.
- 15.5. **Collection of BNL's Unpaid Fees.** If your payment method fails or your account is past due, we may collect any Fees owed to us using other collection mechanisms (including charging other payment methods on file with us, retaining collection agencies and legal counsel, etc.).
- 15.6. **Setoff.** Without derogating from any of the above, BNL reserves the right to setoff any sums owed and due to it by a User from any and all payments due from BNL to such User, if any.

16. General

- 16.1. **Entire Agreement.** These TOU form the sole and entire Agreement between BNL and you, and supersede all other proposals, agreements, statements, representations proposals or warranties made by or between us and you relating to the subject matter hereof.
- 16.2. **Relationship of the Parties.** BNL as the first part and the User as the second part are independent parties, each acting in its own name and on its own behalf, subject to the rights granted to BNL herein. These TOU do not create any

subordination link, mandate, joint company, common company, employer-employee or franchiser-franchisee relationship between BNL and its Users.

- 16.3. **The Applicable Law and Jurisdiction.** These TOU shall be governed by, construed and enforced, without reference to the conflicts of laws provisions, in accordance with the laws of England. Accordingly, you agree that all disputes hereunder shall be solely and exclusively determined by the relevant competent courts of England and you waive any claim that the venue selected by BNL lacks personal jurisdiction over you or that such venue is a forum non-convenience.
- 16.4. **Severability.** If any provision of these TOU shall be held by any competent court to be invalid or unenforceable in whole or in part for any other reason, then such provision shall be deemed removed from these TOU as if it had not been included to begin with, without affecting the validity of the rest of this TOU. Where possible, the invalid provision will be replaced with a new provision which as closely as possible reflects the original legal and commercial intentions of BNL without itself becoming invalid.
- 16.5. **Assignability.** These TOU, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned, transferred or novated by BNL without restriction.
- 16.6. **Force Majeure.** Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under these TOU for the time and to the extent such failure or delay is caused by riots, civil commotions, wars, hostilities between nations, governmental laws, orders or regulations, embargoes, actions by the Government or any agency thereof, acts of God or nature such as storms, fires, accidents, strikes, sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective Parties.
- 16.7. No waiver of any term of this these TOU shall be deemed a further or continuing waiver of such term or any other term, and BNL's failure to assert any right or provision under these TOU shall not constitute a waiver of such right or provision.
- 16.8. You and BNL are independent contractors. These TOU do not create or intend to create any relationship of agency, partnership, joint venture, employee-employer, franchiser-franchisee between us and you.