

Vjourno Technology Private Limited

TERMS AND CONDITIONS

Effective 02 October 2019

1. CONTRACTUAL RELATIONSHIP

These Terms of Use (“Terms”) govern the access or use by you, an individual or a corporate entity, of applications, websites, content, products, and services (the “Services”) made available by Vjourno Technology Private Limited (“VTPL”) a private limited liability company established in India, having its registered office at Regus Platina, Level 9, Bandra Kurla Complex, Mumbai, Maharashtra-400051 with Corporate Identification Number U72900MH2019PTC322798.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and VTPL. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. VTPL may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services. VTPL may amend the Terms related to

the Services from time to time. Amendments will be effective upon VTPL's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. Our collection and use of personal information in connection with the Services is as provided in VTPL's Privacy Policy located at <https://vjournos.com/terms>. VTPL may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a freelance professional) and such information or data is necessary to resolve the complaint, dispute or conflict.

2. THE SERVICES

The Services constitute a technology platform that enables users of VTPL's mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule digital video-on-demand sourcing and/or digital video marketplace with independent third party providers of such product/ services, including independent third party content providers and independent third party freelance professionals under agreement with VTPL or certain of VTPL's affiliates ("Third Party Providers"). Unless otherwise agreed by VTPL in a separate written agreement with you, the Services are made available solely for your use in normal course of business. YOU ACKNOWLEDGE THAT VTPL DOES NOT PROVIDE VIDEOS OR FUNCTION AS A PHOTO-JOURNALIST AND THAT ALL SUCH DIGITAL VIDEOS ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY VTPL OR ANY OF ITS AFFILIATES.

LICENSE.

Subject to your compliance with these Terms, VTPL grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your use in normal course of business. Any rights not expressly granted herein are reserved by VTPL and VTPL's licensors.

RESTRICTIONS.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by VTPL; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

PROVISION OF THE SERVICES.

You acknowledge that portions of the Services may be made available under VTPL's various brands or request options associated with sourcing of digital videos, including the brands currently referred to as "Vjourno," "Vjourno Plus", "Vjourno Premier", "Vjourno Public", and others. You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of VTPL's subsidiaries and affiliates; or (ii)

independent Third Party Providers, including commercial photographers, photo journalists or holders of similar video sourcing rights, authorizations or licenses.

THIRD PARTY SERVICES AND CONTENT.

The Services may be made available or accessed in connection with third party services and content (including advertising) that VTPL does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. VTPL does not endorse such third party services and content and in no event shall VTPL be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

OWNERSHIP.

The Services and all rights therein are and shall remain VTPL's property or the property of VTPL's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner VTPL's company names, logos, product and service names, trademarks or services marks or those of VTPL's licensors.

3. YOUR USE OF THE SERVICES

USER ACCOUNTS.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to VTPL certain personal information, such as your name, address, mobile phone number, PAN, Adhaar and age, as well as at least one valid payment method (accepted UPI enabled bank account or a PayTM payment wallet account). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or VTPL’s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by VTPL in writing, you may only possess one Account.

USER REQUIREMENTS AND CONDUCT.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive digital videos from Third Party Providers. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no video shots of unlawful or illicit content). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that

you may be denied access to or use of the Services if you refuse to provide proof of identity.

TEXT MESSAGING.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from VTPL at any time by sending an email to webmaster@vjournos.com indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

PROMOTIONAL CODES.

VTPL may, in VTPL's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that VTPL establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by VTPL; (iii) may be disabled by VTPL at any time for any reason without liability to VTPL; (iv) may only be used pursuant to the specific terms that VTPL establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. VTPL reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that VTPL determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

USER PROVIDED CONTENT.

VTPL may, in VTPL's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to VTPL through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to VTPL, you grant VTPL a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and VTPL's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant VTPL the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor VTPL's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by VTPL in its sole discretion, whether or not such material may be protected by law. VTPL may, but shall not be obligated to, review, monitor, or remove User Content, at VTPL's sole discretion and at any time and for any reason, without notice to you.

NETWORK ACCESS AND DEVICES.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. VTPL does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. PAYMENT

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges "). After you have received services or goods obtained through your use of the Service, VTPL will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. VTPL reserves the right to charge you an additional amount with applicable taxes (including but not limited to GST) for services that are demanded beyond the scope of the Service Agreement. Charges paid by you are final and non-refundable, unless otherwise determined by VTPL. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. VTPL will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good. All Charges are due immediately and

payment will be facilitated by VTPL using the preferred payment method designated in your Account, after which VTPL will send you a receipt by email within 3 working days. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that VTPL may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available. As agreed between you and VTPL, VTPL reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in VTPL's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. VTPL will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. VTPL may from time to time provide certain users with promotional offers, subscriptions and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers, subscriptions and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee. This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to digital video sourcing services requested through the Application, VTPL does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by VTPL (on VTPL's website, in the Application, or in VTPL's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that VTPL provides any additional amounts, beyond those described above, to the Third

Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VTPL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, VTPL MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. VTPL DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

VTPL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN

CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF VTPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VTPL SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF VTPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VTPL SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND VTPL'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY VIDEO PROVIDERS PROVIDING PHOTOGRAPHY/VIDEOGRAPHY SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER SERVICES TO OTHER ENTITIES AS WELL AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL VTPL'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED RUPEES (INR500). VTPL'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE DIGITAL VIDEO SOURCING SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT VTPL HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY PHOTOGRAPHY/VIDEOGRAPHY SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

INDEMNITY.

You agree to indemnify and hold VTPL and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) VTPL's use of

your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

6. GOVERNING LAW

ARBITRATION.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of India. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first mandatorily submitted to mediation proceedings in terms of the Indian law. If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under the Indian laws, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 ("Act"). The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the Act. The place of both mediation and arbitration shall be Mumbai, India. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, any correspondence correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

7. OTHER PROVISIONS

CLAIMS OF COPYRIGHT INFRINGEMENT.

Claims of copyright infringement should be sent to VTPL's designated agent. Please visit VTPL 's web page at <https://vjournos.com/terms> for the designated address and additional information.

NOTICE.

VTPL may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to VTPL by written communication to VTPL's address as mentioned above.

GENERAL.

You may not assign or transfer these Terms in whole or in part without VTPL's prior written approval. You give your approval to VTPL for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of VTPL's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, VTPL or any Third Party Provider as a result of the contract between you and VTPL or use of the Services. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties

with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words “including” and “include” mean “including, but not limited to.”

VTPL GUIDELINES FOR LAW ENFORCEMENT AUTHORITIES

The following guidelines are intended to inform law enforcement about the legal process for seeking records from VTPL. These are merely guidelines, and this information may change at any time. For private party requests, including requests from civil litigants and criminal defendants, we recommend browsing Guidelines for Third Party Data Requests.

WHAT IS VTPL AND WHAT RECORDS DO WE HAVE?

VTPL is a technology company that has developed an app that connects users with freelance videographers who provide digital videos to the user. VTPL is not a digital videographer, and does not employ any videographers. Users can use the VTPL App to request Digital Videos via their smartphone, and/or the web. VTPL users can choose from a variety of third party contractors available in his or her location. At the end of the assignment, both the third party contractor and user receive a copy of the tax receipt. More information about our services is available at www.vjournalo.com. We store and maintain information as described in our Privacy Statements and our Terms of Use.

WHAT TYPE OF LEGAL PROCESS DOES VTPL REQUIRE BEFORE PRODUCING USER OR THIRD PARTY CONTRACTOR INFORMATION?

VTPL requires valid and sufficient legal process before VTPL can disclose business records regarding partners, users, or assignment. In most instances, VTPL will NOT be able to provide any information without a valid subpoena, court order, or search warrant. VTPL accepts law enforcement requests via written or electronic modes at VTPL’s registered address alone. VTPL’s

acceptance of legal process does not waive any legal objections that VTPL may have and may raise in response to the request.

WHAT FORM OF REQUESTS DOES VTPL REQUIRE, AND HOW ARE REQUESTS PROCESSED?

To respond to a request, VTPL will need to receive the applicable process described above, as well as a valid return email/ physical address from an official government domain. VTPL reviews each request for facial and substantive validity, and will reject requests that are not facially and substantively valid. Among other things, VTPL requires requests to be narrowly tailored to a legitimate law enforcement need and will reject overly broad, vague, or unduly burdensome requests. In order to make sure your Law Enforcement Request is valid and does not seek more information than necessary, VTPL asks for the following: A sufficiently narrow/defined time period; A specific event or action that the subject took; A specific reference (i.e., you must uniquely identify a user or third party contractor) VTPL discloses data to law enforcement agencies when VTPL determines that it is required to do so by law. In those instances, VTPL will search for and disclose data that VTPL is reasonably able to locate and retrieve.

DOES VTPL NOTIFY INDIVIDUALS OF A LAW ENFORCEMENT REQUEST FOR INFORMATION RELATING TO THEM?

Yes, VTPL may notify subjects before producing their information to law enforcement, unless VTPL is prohibited by law from doing so, or in exceptional circumstances such as emergencies. Law enforcement officials who believe that notification would jeopardize an investigation should obtain an appropriate court order or other appropriate process establishing that notice is prohibited.