



VideoGenie Terms and Conditions Agreement ("Contributor Agreement")

VideoGenie.com ("VideoGenie" or "we") allows individuals ("Contributors") to upload videos ("Content") in response to a marketing campaign ("Campaign") sponsored by Al Jazeera Media Network ("Client"). The services offered by VideoGenie (collectively, the "VideoGenie Services") are hosted in the United States. When you upload Content, you agree to this Terms and Conditions Agreement ("Agreement"). VideoGenie collects Content and transmits Content to the Client. The Client has the exclusive and final say on which Content they use in their respective Campaigns.

By accessing and/or using the VideoGenie Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you browse the VideoGenie Services without being registered) or you are a "Contributor" (which means that you have registered with VideoGenie) and have uploaded Content. The term "User" refers to a Visitor or a Contributor.

VideoGenie reserves the right to modify this Agreement from time to time, and each such modification shall be effective upon posting on the VideoGenie Services. All material modifications will apply prospectively only. Your continued use of the VideoGenie Services following any such modification constitutes your acceptance of the Agreement as modified.

1. Eligibility.

Use of the VideoGenie Services and registration to be a Contributor for the VideoGenie Services ("Membership") is void where prohibited. By registering, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information on file with VideoGenie; (c) you are 18 years of age or older; and (d) your use of the VideoGenie Services does not violate any applicable law. Your profile may be deleted and your Membership may be terminated without warning, if we learn or reasonably believe that any of the above conditions are not being met.

2. Term.

This Agreement shall remain in full force and effect while you use the VideoGenie Services or are a Contributor. You may terminate your Membership at any time, for any reason, by following the instructions on the Contributor's Account Information page. VideoGenie reserves the right to (i) reject, refuse to transmit to Client, or remove, any Content, and (ii) restrict, suspend, or terminate your access to the VideoGenie Services, without liability. VideoGenie reserves the right to reassign or rename your profile URL. VideoGenie may terminate your Membership at any time without liability. Even after Membership is terminated, this Agreement will remain in effect as necessary by its provisions.

3. Fees.

Currently, use of the VideoGenie Website is free. VideoGenie may charge for access to and use of the VideoGenie Website. In such case, all Contributors will be notified in advance of such change.

4. Contributor Account Information.

When you register, we collect the following minimum information: name, date of birth, address, email address. Some Clients may request additional information. It is your choice to provide the requested information. You are entirely responsible for maintaining the confidentiality of your account credentials. You are solely responsible for any and all use of your account. You agree to notify VideoGenie immediately if you suspect any unauthorized use of your account. You agree not to use the account, username, email address or password of another Contributor.

5. Guidelines for Use by Contributors.

You agree to comply at all times with the "Guidelines for Usage" ("Guidelines") posted at www.videogenie.com/guidelines_for_usage/ and acknowledge that noncompliance with such Guidelines shall be grounds for immediate termination of your account.

6. Proprietary Rights in Content on VideoGenie.

6.1 You represent and warrant that you own the Content when uploaded by you, or otherwise have exclusive right to assign full ownership rights in the Content to Client. In addition, You warrant that the Content does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity, and that You have an unrestricted, transferable license to

include any audio, objects, places, people or entities depicted in the Content, and You hereby assign such license to Client.

6.2 By uploading Content, (i) You relinquish any and all ownership rights and licensed rights in the Content that You upload (or "post"), and (ii) You hereby transfer and assign to Client full and complete ownership rights to the Content. Client Have full rights to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content in any media formats and through any media channels, including, without limitation, Client Services linked to applications, widgets, websites or mobile, desktop or other services (collectively, "Linked Services").

7. Content Posted.

7.1 You are solely responsible for the Content that You upload. VideoGenie or Client may reject, refuse to post or delete any Content for any or no reason, including, non-compliance with the Guidelines. VideoGenie assumes no responsibility for monitoring the VideoGenie Services for inappropriate Content or conduct, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

7.2 You represent and warrant that for all Content uploaded or submitted by You: (i) You use the product or service described in the Content; (ii) the Content reflects Your and any other person appearing in the Content's honest opinions, findings, beliefs and experience about or with the product or service described in the Content; (iii) You did not create the Content on behalf of your employer, any organization, or anyone other than Yourself; (iv) You are not an Expert in regard to the product or service described in the Content (an "Expert" is "an individual, group, or institution possessing, as a result of experience, study, or training, knowledge of a particular subject, which knowledge is superior to what ordinary individuals generally acquire"); (v) if you have a material connection to the Client (such as being an employee of the Client or receiving any payment or benefit from the Client in connection with creating the Content), You have disclosed such material connection in the Content.

8. Digital Millennium Copyright Act.

If you believe your work has been infringed using VideoGenie Services or our website, please send VideoGenie's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed; (b) identification of the

claimed infringing material and information reasonably sufficient to permit us to locate the material on the VideoGenie Services (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. VideoGenie's Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, VideoGenie, Inc, 314 Lytton Avenue, Suite 100, Palo Alto, CA 94301; Phone: (650) 681-8351 FAX (650) 681-8353; Attn: Copyright Agent. VideoGenie's Copyright Agent for notification of claimed infringement can also be reached electronically at copyright@videogenie.com.

9. Client Linked Services.

Linked Services created by Clients may be available in connection with the VideoGenie Services. Linked Services include apps, websites, desktop, wireless, mobile and other services from Clients installed onto your VideoGenie profile or shared with other Users or which link to your VideoGenie account from outside of the VideoGenie Services. Linked Services may use your VideoGenie profile information, friends and/or other profile content on the Linked Service and share activity events between VideoGenie and the Linked Service (depending on the features the Linked Service chooses to make available).

When you engage with a Client Linked Service, you are interacting with the Client, not with VideoGenie. If you choose to use a Client Linked Service, the Linked Service may use and share your data in accordance with the privacy policy of and your privacy settings of the Client. **VideoGenie is not responsible for and makes no warranties, express or implied, as to the Client Linked Services or the providers of such Linked Services (including, but not limited to, the privacy practices thereof).**

10. Third Party Disputes.

You are solely responsible for any material or information that you transmit to, and for your interactions with, other VideoGenie Users, Clients, third party developers or any other parties with whom you interact through the

VideoGenie Services and/or Linked Services. VideoGenie reserves the right, but has no obligation, to become involved in any way with these disputes.

11. Privacy.

Use of the VideoGenie Services is also governed by our [Privacy Policy](#), which is incorporated into this Agreement by this reference.

12. Disclaimers.

VIDEOGENIE IS NOT RESPONSIBLE FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AS TO THE CONTENT OR THE ACCURACY AND RELIABILITY OF THE CONTENT POSTED THROUGH OR IN CONNECTION WITH THE VIDEOGENIE SERVICES OR LINKED SERVICES, BY USERS OF THE VIDEOGENIE SERVICES OR LINKED SERVICES, AND SUCH CONTENT DOES NOT NECESSARILY REFLECT THE OPINIONS OR POLICIES OF VIDEOGENIE. IN ADDITION, VIDEOGENIE IS NOT RESPONSIBLE FOR ANY DAMAGE, INJURY OR LOSS CAUSED BY USERS OF THE VIDEOGENIE SERVICES OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE VIDEOGENIE SERVICES OR LINKED SERVICES. VIDEOGENIE ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER OR CONTRIBUTOR COMMUNICATION. VIDEOGENIE IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY COMPUTER SYSTEMS, SERVERS OR PROVIDERS, EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL OR PLAYERS DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON ANY OF THE VIDEOGENIE SERVICES OR LINKED SERVICES OR COMBINATION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY INJURY OR DAMAGE TO USER'S OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE VIDEOGENIE SERVICES OR LINKED SERVICES. UNDER NO CIRCUMSTANCES SHALL VIDEOGENIE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE VIDEOGENIE SERVICES OR LINKED SERVICES. THE

VIDEOGENIE SERVICES AND LINKED SERVICES ARE PROVIDED “AS-IS” AND AS AVAILABLE AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, VIDEOGENIE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, VIDEOGENIE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE VIDEOGENIE SERVICES IS ACCURATE, COMPLETE, OR CURRENT OR THAT THE VIDEOGENIE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR. VIDEOGENIE MAKES NO REPRESENTATION OR WARRANTY ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE SITE, OR ANY PRODUCTS OR SERVICES OFFERED OR REFERRED TO, ON THIS SITE FOR ANY PURPOSE. VIDEOGENIE CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE VIDEOGENIE SERVICES OR LINKED SERVICES.

13. Limitation on Liability.

IN NO EVENT SHALL VIDEOGENIE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE VIDEOGENIE SERVICES OR LINKED SERVICES, EVEN IF VIDEOGENIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VIDEOGENIE’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO VIDEOGENIE FOR THE VIDEOGENIE SERVICES DURING THE TERM OF MEMBERSHIP.

14. U.S. Export Controls.

Any software available in connection with the VideoGenie Services (the “Software”) is further subject to United States export controls. No software may be downloaded from the VideoGenie Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the software is at your sole risk.

15. Disputes.

The Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. You and VideoGenie agree to submit to the exclusive jurisdiction of the courts located within the State of California to resolve any dispute arising out of the Agreement or the VideoGenie Services. EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

16. Indemnity.

You agree to indemnify and hold Client and VideoGenie, its subsidiaries, and affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of your use of the VideoGenie Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or any Content that you post on, through or in connection with the VideoGenie Services.

17. Other.

This Agreement is accepted upon your use of the VideoGenie Website or any of the VideoGenie Services and is further affirmed by you becoming a Contributor. Your agreement with VideoGenie will always include this Agreement at a minimum. Your access and use of certain VideoGenie Services may require you to accept additional terms and conditions applicable to such certain VideoGenie Services, in addition to this Agreement, and may require you to download software or other content. The failure of VideoGenie to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. VideoGenie is a trademark of VideoGenie, Inc. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

To contact us regarding any questions about this Agreement, please e-mail any question you may have to feedback@videogenie.com.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.