

Zoomin Standard Terms and Conditions

These Terms and Conditions apply to the Content License Agreement (“Agreement”). Definitions stated in the Agreement apply to these Terms and Conditions and vice versa.

Article 1. These Terms and Conditions

1. The Terms and Conditions will be legally binding on Licensee upon execution of the Agreement and on any preliminary or preparatory actions, including (but not limited to) actions taken by Licensee prior to the execution of the Agreement, offers made by Licensee to Zoomin or vice versa.
2. Licensee acknowledges and agrees to the Terms and Conditions.
3. The applicability of Licensee’s terms and conditions, or similar documents, if any, is hereby expressly excluded and any such terms and conditions, or similar documents, if any, are not binding upon Zoomin.
4. Zoomin may modify the Terms and Conditions from time to time as it deems fit. The updated Terms and Conditions apply to all new or future Agreements.

Article 2. Subscription Feed

1. On business days Zoomin will supply Licensee with Content, which is (non-exclusively) created for Licensee’s Media / Basis of Exploitation in the Agreement.
2. In all cases, Zoomin will provide Content on business days. Business days are defined as Monday to Friday, excluding public holidays. Zoomin furthermore retains the right to reduce the feed subscription mentioned in the agreement, during and/or due to days on which the office is closed, for example during public holidays, for a maximum amount of ten (10) days per calendar year.
3. Zoomin will be responsible for ensuring the availability of the Content.
4. Zoomin will provide reasonable technical support within its capacity. Any necessary information will be supplied to Licensee in writing and within a reasonable timeframe.
5. Zoomin will be responsible for responding to any Licensee’s enquiries (answering e-mails, providing information etc.) arising from posting of the Content within a reasonable timeframe.
6. For the interest of the Licensee Zoomin might share with the designated contact person of the Licensee the Zoomin newsletter by email with, amongst others, the current available Content.

Article 3. Financial conditions and payment

1. Except for the Licensee fee and Connection and Technical fee (if applicable), each Party will bear its own costs relating to the activities they themselves undertake within the framework of the Agreement.
2. The Licensee fee and Connection and Technical fee (if applicable) set out in the Agreement will always be in Euro’s (€), unless stated otherwise, and exclusive of VAT, withholding tax, if applicable, and any other costs and expenses including but not limited to all travel- and overstay expenses, stipends, out-of-pocket expenses, etc. All taxes, levies will be solely born and paid for by Licensee.
3. Licensee is under the obligation to pay the License fee whether or not the Content is exhibited by Licensee, without deductions. Licensee waives any and all right to set-off, counterclaim or other forms



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of credits or offsets that Licensee may have or claim to have against Zoomin by law or under any agreement between Parties.

4. All payments will only be made in Euro's (€) and by bank transfer, unless specifically agreed otherwise. The standard payment term is 30 days from date of invoice. Zoomin will send invoices (monthly). Any late payment will bear interest at the rate of the Dutch statutory commercial interest rate, computed from the original due date until paid.

Article 4. Editing Content

1. Unless otherwise agreed upon in the Agreement or explicitly allowed in this article 4, Licensee may not edit, alter, or in any way change the Content, including but limited to adding subtitles or dubs.
2. The Content will be exhibited in its entirety in a single continuous time period, interrupted only (if agreed upon in the Agreement) by advertising, sponsorship or channel break announcements.
3. Licensee may make only make minor cuts or deletions if such is necessary to make a Video comply with applicable laws or regulations. Such changes are at Licensee's costs.

Article 5. Ownership and reserved rights, music

1. The Agreement does not constitute any transfer and/or assignment of any rights and all rights of intellectual property (including but not limited to copyrights, moral rights, trademarks, tradenames, texts, logos, designs, software (source code and object code)) remain with Zoomin.
2. Any rights not explicitly granted to Licensee and/or mentioned in this Agreement remain exclusively with Zoomin and all such rights are expressly reserved by Zoomin.
3. Any such reserved rights may be freely exercised and exploited by Zoomin concurrently with the License herein granted and without limitation or restriction whatsoever.
4. The License is granted only to the Media / Basis of Exploitation owned and/or operated by Licensee itself, unless otherwise specified.
5. Nothing will preclude Zoomin from advertising, exploiting and promoting each Video in any manner, in any and all media now known or hereafter devised, without any obligations whatsoever to the Licensee.
6. Zoomin has the exclusive right to register for any intellectual property rights, such as trademarks, related to the Content or parts thereof (e.g. the (local) title, formats, logo's, designs).
7. Zoomin may temporarily suspend or permanently withdraw any Video(s) from the License if in its reasonable, good faith determination the continued distribution of such Video(s) or performance of its obligations under this Agreement may create legal or regulatory liability for Zoomin. If so, Zoomin will refund Licensee on a pro rate basis.
8. When using other music and sound recordings than the ones provided by Zoomin upon delivery of the content, Licensee has the sole responsibility to clear (and pay for) the right to use music and sound recordings in respect of the public disclosure thereof with any relevant rights holders, its representatives and/or collecting societies.
9. Unless otherwise specified, Licensee will state on its Media / Basis of Exploitation that the Content has been provided by Zoomin and/or will include the copyright notice provided by Zoomin.



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10. Where Licensee may obtain identical content as the Content from various sources, Licensee will consider Zoomin as the preferred supplier and use Zoomin's Content.
11. Any master materials to the Content remain the sole property of Zoomin and will be immediately and free of charge returned to Zoomin upon termination of the Agreement.

Article 6. Protection and encryption, Licensee's obligations

1. Licensee will ensure that adequate levels of protection and encryption are applied to its Media / Basis of Exploitation, by which the Content is made available, to prevent unauthorized use or availability of the Content.
2. Licensee will refrain from making available, promoting, or advertising the Content within an – in Zoomin's sole opinion – obscene, racist, explicit, sexual, pornographic, libelous, environment.
3. Licensee will respect and protect the integrity of the Content, the Zoomin Video Player (if applicable) and to that end will not (unless otherwise explicitly agreed upon):
 - a. resell the Content in any manner;
 - b. grant sublicenses;
 - c. make changes to the Content or allow its users or customers to do so;
 - d. transfer any Content file to users or customers for playback and/or reproduction at a later date;
 - e. redistribute, retransmit, share or provide the Content or portions thereof to any third party not licensed by this Agreement, nor distribute, reproduce or publicly display the Content over any Media / Basis of Exploitation, other platform or technology not expressly agreed to in the Agreement;
 - f. permit any portion of the Content to be "embedded" or "framed" (i.e. allow a third party's website(-page) from a different website/domain to include a website(-page) from Licensee's Media / Basis of Exploitation and display any Content within that third party's website(-page));
 - g. remove or alter any software or settings used by Zoomin (or Zoomin's licensors) to prevent such framing or embedding;
 - h. interfere with any copyright protection mechanism or copyright management information-system, including any watermark applied by Zoomin (or Zoomin's licensors); or interfere with or impair the function of any digital identification device(s) provided with the Content;
 - i. use images provided as part of the Content (photos, graphics, video, interactive graphics, or other still or moving images) in any way other than as part of the License and/or for their own promotional purposes without prior written consent by Zoomin;
 - j. delete the appropriate copyright notices that accompany the Content;
 - k. archive for longer than one (1) year the Content for any reason other than for the purpose of maintaining availability of the Content; and
 - l. reverse engineer, decompile or disassemble the Zoomin Video Player, except to the extent expressly permitted under mandatory applicable law.
4. For the avoidance of doubt, nothing contained in this article 6 releases or discharges Licensee from any of its obligations under the Agreement.



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Article 7. Term and termination

1. The Agreement commences on the License start date set out in the Agreement and will continue until the License end date, unless in case of a Renewal.
2. Without prejudice to any rights Parties may have under applicable law, Parties may terminate the Agreement (in full or partially) at any moment and with immediate effect, in writing, if the other Party:
 - a. even after notice of default (if required), with a reasonable period to cure the breach of obligations, fails to fulfil its obligations and such default has not been cured after the reasonable period either;
 - b. has applied for or been assigned suspension of payment and/or bankruptcy, whether voluntarily or not, enters into liquidation and/or makes an assignment for the benefit of creditors, or if an event or situation arises which is comparable to one of the aforementioned events or situations; and/or
 - c. ceases its operations.
3. Waiver by Zoomin of a single breach or default or a succession of breaches or defaults will not deprive Zoomin of the right to terminate the Agreement. No failure or delay by Zoomin to exercise any right or enforce any obligation will impair or be construed as a waiver or on-going waiver of that or any other right or power by Zoomin.
4. The Agreement may not be terminated without cause or for its convenience.
5. In the event of termination by Zoomin pursuant this article 7, the License will immediately cease.

Article 8. Warranties, indemnity and liability

1. Licensee hereby undertakes that:
 - a. it has the full right, power and authority to enter into and perform its obligations under the Agreement;
 - b. the Media / Basis of Exploitation comply with European legislation, and/or applicable law or regulations (e.g. Dutch Media Act, Dutch Commercial Code, GDPR) and/or any (self) regulations in the area of advertising and television sponsoring sponsorships and product placement as well as youth (media) protection and competition law,
 - c. when not using or replacing the music provided by Zoomin in the Content, it has cleared (and paid for) the right to use, incorporate and synchronize worldwide and in perpetuity any music contained in the Media / Basis of Exploitation with any relevant rights holders, its representatives and/or collecting societies;
 - d. there are not now any claims, encumbrances, legal proceedings, agreements or understandings with respect to the Media / Basis of Exploitation that could or would interfere with Zoomin's exploitation, distribution or other use thereof;
 - e. that no additional payments will be needed by Zoomin to any relevant rights holder and/or collecting society in order for Zoomin to exercise its rights hereunder;
 - f. it waives any right to suspend execution of the Agreement, set-off, retention or lien and will warrant to keep the Content (and any materials/goods connected thereto) free from any third party rights (e.g. ownership rights, liens, retention rights, any security interests).



2. Licensee hereby fully indemnifies Zoomin against any loss, damages, claim, liability or expense (including all costs of legal assistance) that Zoomin may suffer as a result of a third party claim in connection with (i) a breach or alleged breach of the representations and warranties made herein, (ii) any failure by Licensee to perform its obligations under the Agreement, (iii) failure of Licensee to comply with applicable laws, rules or regulations, including (but without limitation) any failure to pay any taxes, levies (such as but not limited to withholding tax, VAT) required to be paid by Licensee to any governmental entity.
3. Zoomin hereby undertakes that the Content does not infringe upon third party copyrights and Zoomin indemnifies Licensee against any third party claims to that extent. However, Zoomin will not be liable or provide indemnity unless (i) Licensee informs Zoomin of any such third party claims immediately and in any event within one business day, and (ii) unless Zoomin is given full control of the defense and disposition of such claim, including the right to engage legal counsel. Licensee agrees to cooperate fully with Zoomin for such defense or disposition.
4. Zoomin is not liable for any loss, damages, claim, liability or expense that might be incurred by Licensee, its personnel or other people or third parties involved by Licensee in the execution of the Agreement. In no event will Zoomin be under an obligation to compensate any lost profits, lost goodwill, reputational damages, trading loss, consequential damages, or to pay any damages ensuing from third party claims against Licensee.
5. In any event the total liability of Zoomin, if any, is limited to an amount equal to the total amount of payments actual received by Zoomin from Licensee over the last six (6) months of the Agreement.
6. Zoomin will only be liable for any damages, claims, costs or expenses incurred by Licensee as a result of third party claims if Licensee has informed Zoomin of any such third party claim within 24 hours of receipt of that claim by Licensee.
7. Nothing in the Agreement limits a Party's liability for willful misconduct or gross negligence.

Article 9. Confidential information and non-solicitation

1. During the License Period and for a period of three years following the termination of the Agreement Licensee will, with the exception of the Content, keep secret all information that is made available to them by Zoomin in whatever form or manner, or to which they have access due to the execution of this Agreement. Licensee will not make the information available to third parties, release it in the public domain or inform third parties in any way whatsoever, without obtaining Zoomin's prior written consent. Licensee will forfeit to Zoomin an immediately due and payable penalty of € 25,000 as well as a penalty of € 1,000- for every day that the violation of the Agreement continues, if it violates this clause (notwithstanding Zoomin's right to claim full damages).
2. Throughout the License Period and for a further period of one (1) year following the termination of the Agreement, Licensee will refrain from entering into an employment contract, work-for-hire or any other suchlike agreements with any person or entity employed or hired by Zoomin in whatever capacity, except when prior permission is obtained in writing. Licensee will forfeit to Zoomin an immediately due and payable penalty of three times the gross annual salary of, or payments to the



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person or entity involved, if it violates this clause (notwithstanding Zoomin's right to claim full damages).

Article 10. Miscellaneous

1. Promotion, information, public relation services, contacts with press, interviews, in connection with the Content will solely be carried out by Zoomin, unless otherwise agreed.
2. Licensee will never be negative in references to Zoomin.
3. Licensee may not transfer the Agreement to third parties, without prior written consent by Zoomin. Zoomin has the right to transfer the Agreement to third parties.
4. The headings of sections, articles and subsections in these Terms and Conditions are provided for convenience only and will not affect its construction or interpretation.
5. All general notices, requests (for approvals) and any other communications made within the framework of the Agreement will be in writing which may include per email. Any notices of termination as specified in article 7 of the Terms and Conditions if to Zoomin must however be delivered by registered letter to the postal address specified on the Agreement and to the attention of Zoomin's board of directors.
6. The Agreement supersedes any prior oral and/or written agreements.
7. Parties expressly do not intend to incorporate a joint venture, shared company or partnership.
8. The Agreement is governed by Dutch law. Any and all disputes arising out of or in connection with the Agreement will be solely submitted to the Court of Amsterdam, The Netherlands, unless mandatory law decides otherwise.
9. This Agreement contains translated elements from the Dutch Civil Code and other Dutch legal sources; interpretation of the text and purport of this Agreement will always take place on the basis of the Dutch legal terminology inserted in the text and in accordance with Dutch case law.



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