

# Media Beach: Membership Terms and Conditions

## 1 T&Cs of the Media Beach global content exchange

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- (a) The Media Beach global content exchange available at [www.mediabeach.com/](http://www.mediabeach.com/) allows users to upload, store, view and deliver content including video files, audio files, live streams, photos and text, to destinations throughout the world (the **Exchange**). The Exchange is operated and managed by Media Beach Pte. Ltd (**Media Beach**).
- (b) Any reference to '**you**' or '**your**' or '**Member**' in these terms and conditions (**T&Cs**) is a reference to the individual or corporate entity that is listed in the application form for participation in the Exchange (available at [www.mediabeach.com/](http://www.mediabeach.com/) (the **Application**) and that individual or corporate entity is bound by these T&Cs from the time of acceptance. The Application forms part of these T&Cs.
- (c) Depending on what category of Member you become, and what level of subscription you take up, as a Member of the Exchange you will be able to gather, purchase licenses, publish and sell licenses for content including video files (including audio visual content, graphics, sounds and music), audio files, live streams, photos and text (**Content**) as well as transfer media files to nominated locations. For greater certainty, any references to the purchase or sale of Content in these T&Cs shall mean the purchase of a license for Content or the sale of a license for Content.
- (d) You must comply with any limitations on your category of Membership including whether or not you can purchase Content.
- (e) These T&Cs apply to Members in their capacity as 'sellers' and 'purchasers' of Content:
  - (1) at any time that you are selling or proposing to sell Content on the Exchange, a reference to 'Seller' in these T&Cs applies to you (and as a Seller you will be licensing Content you upload to Purchasers); and
  - (2) at any time that you are purchasing or proposing to purchase Content from the Exchange, a reference to 'Purchaser' in these T&Cs applies to you (and as a Purchaser you will be granted a licence from the Seller with respect to the Content).
- (f) These T&Cs set out the terms for:
  - (1) a contract between each Member and Media Beach; and
  - (2) a contract between each Seller and each Purchaser.
- (g) By accepting these T&Cs, you agree to be bound by the T&Cs and become a Member of the Exchange and you agree that these T&Cs apply to each interaction that you may have with the Exchange and apply to each sale and purchase whether you are Seller or Purchaser.
- (h) If you are a corporate entity you warrant that the person accepting these T&Cs on your behalf is duly authorised to do so.

## 2 Compliance

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- (a) You agree to comply with:
  - (1) these T&Cs from the point you accept them and at all times that you interact with the Exchange and Media Beach including the sale or purchase of any Content on the Exchange;
  - (2) all relevant laws including, without limitation, all local rules, including regarding online conduct, intellectual property rights, defamation, libel, slander, media and Internet content regulation, broadcast laws, broadcast licensing and regulatory requirements, submission of

acceptable materials and the transmission of technical data in the country in which you reside and the import laws of any country into which you transmit any Content using the Exchange and the Sanctions, AML and export laws of any country from which you transmit any Content to the Exchange (**Relevant Laws**); and

- (3) any directions of Media Beach in relation to use of the Exchange.
- (b) You agree that:
- (1) these T&Cs may be amended or updated by Media Beach from time to time and Media Beach will provide notice of any such change on our website and you are bound by such amendments or updates;
  - (2) your use of the Exchange after notice is provided on our website in accordance with clause 2(b)(1) will signify your acceptance of such revised T&Cs; and
  - (3) any new features that may be added to the Exchange from time to time will be subject to these T&Cs.
- (c) The most current version of these T&Cs can be reviewed at any time at [www.mediabeach.com/termsandconditions/terms/](http://www.mediabeach.com/termsandconditions/terms/).
- (d) You agree that:
- (1) you will not, as a Seller, supply, sell or transfer any monies or funds or Content to any person or entity where such a supply, sale or transfer is prohibited or would amount to a breach under applicable Sanctions or AML Provisions;
  - (2) you will not, as a Purchaser, buy, purchase or receive any Content using any monies or funds from any person or entity where such a purchase or receipt is prohibited or would amount to a breach under applicable Sanctions or AML provisions;
  - (3) you:
    - (i) will not, as a Member, deal in any way with any, and
    - (ii) are not a, designated or prohibited person or entity, or a person or an entity owned or controlled by, a designated or prohibited person or entity under applicable Sanctions (e.g. the list of individuals and entities identified by the Security Council of the United Nations); and
  - (4) you are not a person or entity or a person or an entity owned or controlled by a person or entity in a country where you are resident or based which is subject to applicable Sanctions (e.g. Iran, North Korea, etc.).
- (e) You acknowledge and agree that the Content when hosted and displayed on or via the Exchange (**Exchange Hosted Content**) is made available by Media Beach for viewing solely by authorised personnel of Members for the limited purposes of internal review and selection, and the making of licensing decisions, and Exchange Hosted Content is not intended for direct display or broadcast by Media Beach to non-Members or to the general public. You agree and undertake not to permit any Exchange Hosted Content to be viewed by any non-Member or displayed to the general public, or in any manner which may cause Media Beach or the Seller to infringe or otherwise violate any Relevant Laws including broadcast licensing regulations or content regulations.

For the purpose of these T&Cs:

**Sanctions** means, collectively, applicable United Nations or bilateral trade or other economic sanctions, trade laws and regulations, including UN Security Council sanctions, the *United Nations Act* (Chapter 339, Singapore), Charter of the *United Nations Act 1945* (Cth), *Autonomous Sanctions Act 2011* (Cth) and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).

**AML provisions** means, collectively, any applicable anti-money laundering provisions, including the *Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act* (Chapter 65A, Singapore), the *Terrorism*

## 3 Becoming a Member of the Exchange

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### 3.1 Application process

- (a) Anyone is eligible to become a Member of the Exchange provided they are not resident in a trade sanctioned country, and if an individual, is over the age of 18 and is not a designated or prohibited person or entity, or a person or an entity owned or controlled by, a designated or prohibited person or entity under applicable Sanctions.
- (b) At the time of first applying to become a Member of the Exchange, you must complete an Application Form (which forms part of these T&Cs and is set out at Schedule 1).
- (c) In the Application Form you must provide the information set out in Schedule 1 including:
  - (1) Name or Company Name of the Member;
  - (2) Company registration number;
  - (3) Name and title of authorised person signing on behalf of the Member;
  - (4) Address of the Member;
  - (5) Credit card account or PayPal account details (**Nominated Account**); and
  - (6) Preferred Content Seller Name.
- (d) At the time of completing the Application Form you will also be asked to provide answers to some tax-related questions including tax residence of the Member which will enable Media Beach to provide you with some important notifications in relation to transactions you enter into via the Exchange (**Tax Interview**). You agree that the notifications provided to you by Media Beach are for your guidance only and that you are responsible for obtaining your own tax advice with respect to amounts paid to you or payable by you via the Exchange. You will have the ability to upload a certificate of your residency. You permit Media Beach to provide a copy of your certificate of residency to Purchasers who are transacting with you on the Exchange.
- (e) You agree that the information provided in your Application is true, accurate, current and complete information about yourself and you agree to maintain and promptly update such information to keep it true, accurate, current and complete at all times. Without limiting this obligation you must notify any update in writing to Media Beach within 14 days of the change.
- (f) You agree that you will be required to confirm the tax related details provided by you on an annual basis at the time you pay your Membership Fee or as otherwise directed by Media Beach. Without limiting this obligation you must notify any change in or update to the tax related details in writing to Media Beach within 14 days of the change.
- (g) You agree:
  - (1) to promptly provide to Media Beach any information Media Beach reasonably requests in relation to your Application Form or membership including information which may be relevant for tax issues under these T&Cs; and
  - (2) that any updates provided to Media Beach under 3.1(e) or 3.1(f), and any other information provided or representations made to Media Beach contain true, accurate, current and complete information about yourself
- (h) Media Beach has the right to refuse or accept any Application. If you provide any information to Media Beach that is untrue, inaccurate, not current or

incomplete, or if Media Beach has grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Media Beach shall have the right to suspend or terminate your Exchange membership and refuse any and all current or future use of the Exchange by you.

- (i) You acknowledge and agree that Media Beach may access and/or disclose your Application and related information to any of its related companies or if required to do so by law or if Media Beach has a reasonable belief that such actions are required to:
  - (1) respond to claims that any material stored or transmitted by or on behalf of you using the Exchange infringes, misappropriates or violates any law or third-party right(s);
  - (2) comply with legal obligations imposed on Media Beach or any subpoenas, investigative demands, or court or other governmental orders directed to Media Beach;
  - (3) assist in conducting the Exchange; or
  - (4) enforce or fulfil these T&Cs.

### 3.2 Accessing the 'Members areas'

- (a) The Media Beach website at [www.mediabeach.com/](http://www.mediabeach.com/) (the **Website**) includes 'Members only' areas that allow different levels of access and different Member rights within the Website according to:
  - (1) the Membership Type the relevant Member has chosen (see clause 3.3 below);
  - (2) the type of Subscription Model the relevant Member has chosen (see clause 3.4 below); and
  - (3) the type of login that is allocated to each membership type (**Login**).
- (b) The details of each Login type and the rights and privileges can be viewed at [www.mediabeach.com/register-info](http://www.mediabeach.com/register-info) of these T&Cs.
- (c) Once you have completed the Application and chosen a Membership Type, Subscription Model and Login type and if your Application is accepted by Media Beach then you will be provided with a [username and login] for the purposes of accessing the Exchange and you agree to keep your username and login secure at all times.
- (d) If you have chosen a Network Membership, you may add Internal Network Members in accordance with clause 11.7.
- (e) You agree that you are solely responsible for all activity that occurs using your Exchange account including by Internal Network Members. Media Beach will not be liable to you or to any third party for any use (whether authorized or unauthorized) of your Exchange account.

### 3.3 Choosing a membership

When completing the Application form to become a Member of the Exchange, you will be required to choose one of the membership types. The details of each membership type (each a **Membership Type**) can be viewed at [www.mediabeach.com/register-info](http://www.mediabeach.com/register-info).

### 3.4 Choosing a subscription model

- (a) When completing the Application form to become a Member of the Exchange, you will be required to choose one of the subscription models. The details of each subscription model (each a **Subscription Model**) can be viewed at [www.mediabeach.com/register-info](http://www.mediabeach.com/register-info).
- (b) You acknowledge and agree:
  - (1) each Subscription Model has certain technical specifications and requirements for optimal use of the relevant services; and
  - (2) you will comply with such specifications and requirements.

### 3.5 Making changes

You may change your Membership Type, Subscription Model, Login or Internal Network Members (if applicable) at any time provided you pay the additional Membership Fee, Subscription Fee or Internal Network Member Account Fee respectively for the relevant period. If you downgrade your Membership Type, Subscription Model or Login you will not be entitled to a refund of the Membership Fee or Subscription Fee already paid for that period if it is more than the new Membership Fee or Subscription Fee for the Membership Type, Subscription Model and/or Login to which you have downgraded. If you remove Internal Network Members you will not be entitled to a refund of the Internal Network Member Account Fee already paid for that period.

## 4 Selling Content Licences on the Exchange

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This clause 4 applies to Sellers.

### 4.1 Selling Content Licences on the Exchange

- (a) You may offer to license Content (other than live stream Content) on the Exchange by the following methods:
  - (1) Fixed Fee, in return for non-exclusive rights (**Non-Exclusive Rights**);
  - (2) Auction determined fee, in return for exclusive rights (**Auction**).
- (b) If you offer to licence Content by Auction, you may also nominate a price at which a Purchaser may elect to pay to end the Auction immediately in return for exclusive rights to the Content (**Buy It Now Price**). If the Purchaser purchases Content for the Buy It Now Price, the Buy It Now Price is deemed to be the Auction Price.
- (c) You may only offer to license live stream Content on a Fixed Fee basis at a nominated price per hour, to be charged in 15 minute blocks, in return for Non-Exclusive Rights.
- (d) You agree to comply with the instructions of Media Beach regarding the technical specifications for uploading or otherwise making Content available for licensing on the Exchange. A copy of the current specifications and instructions are available at [www.mediabea.ch/](http://www.mediabea.ch/).
- (e) You agree that once Content is uploaded by you as a Seller it will continue to be available for licensing on the Exchange for up to thirty days from the date the Content is uploaded, as specified by you in the Content Submission Form set out at Schedule 6, after which time it will be automatically deleted from the Exchange. For the avoidance of doubt, this period of up to thirty days does not apply once the Content has been successfully licensed on an exclusive basis.
- (f) At the time of uploading the Content, you must complete the Content Submission Form set out at Schedule 6, including:
  - (1) the territory in which the Content can be used (the **Licence Territory**);
  - (2) the length of the Content;
  - (3) the number of days the Content will be available for purchase;
  - (4) if a Fixed Fee offering, nominating the Seller Fixed Price;
  - (5) if an Auction offering, nominating the Seller Minimum Price and, if applicable, the Buy It Now Price;
  - (6) for all live stream Content, nominating price per hour, to be charged in 15 minute blocks;
  - (7) specifying Seller contact details; and
  - (8) specifying any restrictions with respect to use of that Content (**Content Restrictions**).
- (g) You acknowledge that you must offer Content on an all media basis.

- (h) You agree to follow and comply with the Guidelines for Sellers [www.mediabeach.com/sellers-guide](http://www.mediabeach.com/sellers-guide) with respect to the Content you upload.
- (i) You must upload all available metadata and scripts which relate to the Content you upload.
- (j) You agree to only upload current Content and you agree that the Exchange is not a market for Content which is not current or archived.
- (k) You must ensure that the Content:
  - (1) is not in breach of the warranties under clause 4.5; and
  - (2) is clean of any bugs, supers, watermarks viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information.

## 4.2 Appointment of Media Beach as Seller's Agent

As Seller you authorise Media Beach as your agent to act on your behalf as follows:

- (a) invoice a Purchaser in Media Beach's name (on behalf of the Seller), such invoices to include the relevant GST/ VAT and withholding tax rate and amount (if any) as between Seller and Purchaser (as determined by the Seller and Purchaser (as applicable) based on the Seller's and Purchaser's tax residency) and collect all amounts due and payable from a Purchaser in respect of such sales; and
- (b) receive all amounts due and payable from a Purchaser in respect of such sales into Media Beach's general bank account. For the avoidance of doubt, Media Beach does not hold such money as trustee and has no obligation to hold such amounts in separate accounts for each Seller.

For the avoidance of doubt, nothing in these T&Cs obliges Media Beach to enforce these T&Cs against a Purchaser including for any failure by the Purchaser to pay any amount due under these T&Cs.

## 4.3 Licence to Media Beach

With respect to each piece of Content you upload to the Website, you hereby grant Media Beach an irrevocable, transferable, royalty free licence (as and when it is uploaded) from the date of upload until the Content is no longer available on the Website including in accordance with clause 4.1(e), for any purpose connected with:

- (a) making the Content available on the Exchange for licensing by a Seller to a Purchaser, including communicating the Content and making the Content available for viewing on the Exchange;
- (b) using, copying, distributing, displaying, transmitting, reformatting, resizing or otherwise exercising rights in respect to Content for the purpose of making the Content available on the Exchange.

## 4.4 Licence from Seller to Purchaser

With respect to each piece of Content you upload to the Website, you agree to grant the relevant Purchaser a licence on the terms set out in clause 5.2 below.

## 4.5 Warranties

As Seller, you warrant to each of Media Beach and the Purchaser that:

- (a) you own (or have an enforceable right to exploit and sub-license for all purposes described in these T&Cs including clause 4.3 and 5.2), all intellectual property rights in all Content that you upload to the Exchange;
- (b) the exercise of the licensed acts in these T&Cs including clause 4.3 and 5.2 by Media Beach or a Purchaser respectively will not infringe, misappropriate or otherwise violate the rights (including the intellectual property rights) of any third party;

- (c) the Content is not subject to any confidentiality or other restriction;
- (d) the Content is not obscene and does not contain any pornography;
- (e) the Content does not contain any content that may be considered to be prohibited or potentially prohibited content for the purposes of the Broadcasting Act (Chapter 28, Singapore), Films Act (Chapter 107, Singapore), Undesirable Publications Act (Chapter 338, Singapore), Newspaper And Printing Presses Act (Chapter 206, Singapore), or Relevant Laws, or similar legislation and all subsidiary legislation, codes of practice, and guidelines issued thereunder;
- (f) the Content does not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- (g) you are not aware of any circumstances which might have a material adverse effect on:
  - the exercise of rights in relation to the Content you upload by Media Beach or by Purchasers, as set out in these T&Cs,
- (h) you are entitled to license the Content you upload in the manner set out in these T&Cs; and
- (i) you have obtained all necessary consents in writing from any person who created any of the Content you upload, is featured or appears in such Content or owns works comprised in such Content to enable Media Beach and any Purchaser to:
  - (1) use such Content in any way permitted by these T&Cs; and
  - (2) perform acts and omissions in respect of such Content as permitted by these T&Cs that would otherwise breach those persons' moral rights and all such consents comply with the requirements of the Copyright Act (Chapter 63, Singapore) (or similar legislation).

#### 4.6 Indemnity by the Seller

As Seller, you shall indemnify the Purchaser and its employees, officers, directors, related companies, shareholders or assignees against any claim, action, damage, loss, liability, cost, charge, expense, or payment which the Purchaser, its employees, officers, directors, related companies, shareholders or assignees pay, suffer, incur or are liable for (including legal fees and disbursements on a full indemnity basis) arising out of:

- (a) a breach by Seller of any of these T&Cs;
- (b) the grant of the licence to a Purchaser, or use of the Content you upload by a Purchaser, in accordance with the grant of the licence; or
- (c) any third party claim that the grant of a licence or the use of the Content infringes a third party's rights, including intellectual property rights, moral rights, rights of confidentiality, is passing off, breaches any law, including defamation, breaches any contract or otherwise any third party claim which would, if successful, amount to a breach of warranty by the Seller in respect of that Content.

## 5 Buying Content Licences on the Exchange

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This clause 5 applies to Purchasers.

### 5.1 Buying Content Licences on the Exchange

If you purchase a licence for Content from the Exchange you agree to comply with the technical specifications provided by Media Beach from time to time for download, streaming or otherwise accessing Content from the Exchange, along with any other Content Restrictions specified by the Seller with respect to that Content.

## 5.2 Licence from Seller to Purchaser

- (a) Subject to clause 5.2(b) and the payment by the Purchaser of all relevant fees and other payments set out in clause 11, the Seller grants the Purchaser a non-sublicensable (except pursuant to clause 5.2(f)) licence of Content that the Purchaser purchases a licence for on the Exchange (**Purchased Content**):
- (1) for the purpose of the Purchaser transmitting or displaying the Purchased Content to viewers either alone or as part of another program via all media, including television, radio, print media and communication online;
  - (2) in the Licence Territory; and
  - (3) for 30 days from the date of the licence purchase or such other time period notified on the Exchange in relation to the Purchased Content prior to the time of the licence purchase (**Licence Period**) (and after which time you agree to delete the Content from all your systems and, if requested by Media Beach or the Seller, for such deletion to be duly certified and notarised by an officer of the Purchaser);
- in accordance with these T&Cs (and any Content Restrictions specified by the Seller with respect to that Content and any additional conditions notified to you by Media Beach or the Seller with the listing of the Content).
- (b) The licence in clause 5.2(a) will be:
- (1) non-exclusive if the Purchaser purchases by payment of a Fixed Fee for Non-Exclusive Rights;
  - (2) exclusive if the Purchaser purchases via an Auction including by paying the Buy It Now Price,  
for the Licence Territory and in all media.
- (c) The Purchaser may edit, cut or otherwise amend the Content including by:
- (1) including the Purchaser's own logo, watermark, title, credit and text;
  - (2) replacing or including a voice-over;
  - (3) combining the Content with other content.
- (d) The Purchaser agrees to cease using or exercising any rights in the Content if reasonably requested by Media Beach including for the reasons set out in clauses 7(a) to 7(d).
- (e) The Purchaser agrees that it will not (and will not authorise any third party to):
- (1) exploit any Content in any way other than as specifically set out in clause 5.2(a), (b) and (c), including exploiting Content outside of the Licence Territory that relates to each license of Content by the Purchaser; or
  - (2) sub-license or otherwise provide any Content for which a licence has been purchased or otherwise obtained by the Purchaser (or on the Purchaser's behalf) from the Exchange to any third party other than as specifically provided in clause 5.2(a), (b) and (f).
- (f) The Purchaser may sublicense the rights granted to it under clauses 5.2(a), solely to its Corporate Affiliates (being parent companies or subsidiary companies or sister companies of the Purchaser) and Broadcast Affiliates (being companies with which the Purchaser has a genuine and ongoing content supply arrangement), and for the avoidance of doubt, solely in the Licence Territory applying to that Content and subject to the same restrictions and obligations the Purchaser is subject to in respect of its licence. Any breach of the sub-licence by the sub-licensee is deemed to be a breach of these T&Cs by the Purchaser.
- (g) The Purchaser agrees and warrants that it has all relevant licences (including broadcasting licences if applicable) required to exercise the rights in the Purchased Content in the Licence Territory. The Purchaser agrees and undertakes not to display, broadcast, transmit, webcast, make available for download or otherwise communicate any Content to any third party in breach of any Relevant Laws.



- (h) The Purchaser agrees that it will use appropriate geo-blocking technology to ensure that the Purchaser and its sublicensees do not transmit the Content outside the Licence Territory.
- (i) The Purchaser agrees to use all reasonable care in handling and storing all Content, including taking all reasonable precautions to prevent any unauthorised duplication or reproduction of such Content. The Purchaser agrees that it is not entitled to archive or electronically store any Content for a period of more than 7 days after the Licence Period other than as required for statutory or legal reasons to retain the Content by reason of its inclusion on a broadcast program (and provided in such circumstances the Purchaser uses best endeavours to ensure such Content is labelled as Seller's Content so that unauthorised re-use does not occur).

### 5.3 Indemnity by the Purchaser

The Purchaser shall indemnify the Seller and its employees, officers, directors, related companies or assignees against any claim, action, damage, loss, liability, cost, charge, expense, or payment which the Seller, its employees, officers, directors, related companies or assignees pay, suffer, incur or are liable for (including legal fees and disbursements on a full indemnity basis) arising out of a breach by the Purchaser of any of these T&Cs including any breach by the Purchaser of the licence granted to it and including a breach by a Corporate Affiliate or Broadcast Affiliate as those terms are used in clause 5.2(f) of the sub-licence granted to it.

## 6 Internal Content Delivery

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- (a) In addition to your ability to sell or buy licences for Content via the Exchange, Media Beach will provide internal content delivery services if you wish to transfer Content from one Network Member (including you) to another Network Member (including you) without selling it or buying it (**Internal Content Delivery**).
- (b) Media Beach will allow a base bandwidth quota for Internal Content Delivery as set out in Schedule 5. Fees are payable for Internal Content Delivery in excess of your base bandwidth quota as set out in clause 11.4.

## 7 Media Beach Right to Remove Content

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You agree that Media Beach has the sole discretion and right to immediately remove any Content if:

- (a) Media Beach considers such Content to be:
  - (1) a breach of warranty in clause 4.5;
  - (2) unlawful, harmful, threatening, abusive, containing pornography, harassing, tortious, an infringement, misappropriation or violation of a third party's rights defamatory, libellous, invasive of another's privacy or personality rights, hateful, or racially or ethnically objectionable, encouraging of criminal behaviour, giving rise to civil liability, or violating any law;
  - (3) conveying falsehoods or misrepresentations that could damage or harm anyone or any material that could damage or harm minors in any way;
  - (4) not current or uploaded as part of an exercise to sell non-current or archived material;
  - (5) in breach of the Guidelines for Sellers; or
  - (6) damaging to the goodwill or reputation of Media Beach, the Exchange or any Member,

- (b) a third party claims, or Media Beach considers, that the Member that submitted the Content does not have the right to exploit or license such Content or Media Beach does not have the right to display the Content on the Exchange;
- (c) without limiting clause 7(a), a third party claims, or Media Beach considers, the Content is defamatory, in contempt of a court or other governmental order, is in breach of any law including any infringement, misappropriation or violation of intellectual property or other rights, or is subject to jurisdictional or other legal restrictions which cannot be adequately addressed by Media Beach or the relevant Member; or
- (d) Media Beach becomes aware that the country that you are resident of or based in, is subject to applicable Sanctions which would prevent the Seller licensing the Content to you or that you are a designated person or entity or a person or entity that is owned or controlled by, a designated or prohibited person or entity under applicable Sanctions (eg the list of individuals and entities identified by the Security Council of the United Nations).

## 8 Media Beach Mobile Application

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This clause 8 applies if Media Beach makes available the Media Beach Mobile Application.

- (a) Media Beach may, in its discretion, make the Media Beach Mobile Application (**App**) available for the purpose of supporting delivery of mobile content to a Member from:
  - (1) a Member's employees, contractors and other nominated controlled internal user group of such Member; and
  - (2) members of the public invited by the Member;(each a **Select User**) on the terms of this clause 8 and the App user terms and software licence terms, such terms, in the form Media Beach approves from time to time.
- (b) Media Beach agrees to allocate each Member a unique serial number. The Member may provide this unique serial number to Select Users.
- (c) You acknowledge and agree that a Select User cannot upload any content via the App unless the Select User has agreed to the App user terms at [www.mediabeach.com/termsandconditions/mobileuser](http://www.mediabeach.com/termsandconditions/mobileuser) (**User Terms**) and software licence with Media Beach at [www.mediabeach.com/termsandconditions/mobilelicense/](http://www.mediabeach.com/termsandconditions/mobilelicense/), and registered for the App using the unique serial number from the Member.
- (d) You must ensure the App User Terms are legally enforceable in your jurisdiction. If the User Terms are not legally enforceable in your jurisdiction you must inform Media Beach of any proposed amendments required to ensure the User Terms are legally enforceable prior to providing your unique serial number to Select Users, or otherwise using the App.
- (e) You agree:
  - (1) to not provide the unique serial number to anyone other than a Select User;
  - (2) to ensure a Select User only submits Content to you when invited to do so by you and must not use the unique serial number for any other purpose;
  - (3) that you are responsible for all Content that is uploaded to the Exchange by anyone using your unique serial number.
- (f) You acknowledge and agree that Content from a Select User will appear on your network tab on the Exchange without filtering.
- (g) You agree:

- (1) to review and if appropriate approve Content from a Select User before you upload this material from your network tab to the Exchange;
  - (2) not to upload Content from a Select User to the Exchange unless you have approved it; and
  - (3) you are responsible for the Content uploaded by a Select User to your network tab.
- (h) You may submit a written request to Media Beach for the addition of customised terms with Select Users. Media Beach agrees to not unreasonably withhold consent to any request for customised terms. You must not use any customised terms unless Media Beach has consented to such terms.
- (i) You may promote the App to Select Users to contribute content to your account on the Exchange. You agree to follow any directions provided by Media Beach in relation to such promotion.

## 9 Cancelling memberships

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- (a) You agree that you must not:
- (1) copy, distribute, alter or modify any part of Exchange or Website;
  - (2) upload, store, transmit or otherwise make available any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Exchange, the Website or that of any Members of the Exchange; or
  - (3) collect or store personal data about other Members.
- (b) Without limiting the other remedies available to Media Beach, you agree that Media Beach may cancel your membership and deny you any further access to the Exchange if, in the opinion of Media Beach:
- (1) you fail to comply with these T&Cs in any way (including breaching the Guidelines for Sellers); or
  - (2) you act in a way that is damaging to the goodwill or reputation of Media Beach, the Exchange or any Member.

## 10 Availability

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You acknowledge and agree that:

- (a) Media Beach may alter, suspend, or discontinue the Exchange and/or the Website at any time and for any reason or no reason, without notice and, for the avoidance of doubt, without any liability to you;
- (b) the Exchange and/or the Website may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons and, for the avoidance of doubt, without any liability to you;
- (c) Media Beach may periodically add or update the information and materials on the Exchange and/or the Website without notice;
- (d) Media Beach may send certain communications to you, including Exchange and/or the Website related announcements, administrative messages, and other communications, and that these messages are part of the Exchange and/or the Website and you may not elect to not receive them;
- (e) you must not give a third party access to or resell the use of the Exchange and/or the Website, or any portions of the Exchange and/or the Website;
- (f) you shall be responsible for obtaining access to the Exchange and the Website and acknowledge that such access may involve third-party fees (such as

Internet service provider access or data fees) and you agree that you shall be solely responsible for any such fees and also for obtaining any equipment that is required (other than equipment provided to you by Media Beach as part of the VOD Server Account Subscription Model) to access the Exchange; and

- (g) it is your responsibility to ascertain whether any Content you upload to or download from the Exchange is free of viruses, worms, Trojan Horses, time bombs, cancelbots, easter eggs or other items of a potentially destructive nature.

## 11 Fees

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All fees are in US Dollars.

### 11.1 Membership and subscription fees

- (a) You agree to pay Media Beach the membership fee (**Membership Fee**) and subscription fee (**Subscription Fee**) in advance as set out at [www.mediabeach.com/membership/](http://www.mediabeach.com/membership/).
- (b) Membership Fees and Subscription Fees will be deducted from your Nominated Account in accordance with the terms set out at [www.mediabeach.com/membership/](http://www.mediabeach.com/membership/). You authorise Media Beach to make such deduction.
- (c) Membership Fees and Subscription Fees are exclusive of VAT, GST, sales tax or other similar tax. If those taxes are, or become payable on any supply made under or in connection with these T&Cs, an additional amount is payable by the party providing consideration for the supply equal to the amount of VAT, GST, sales tax or other similar tax payable on that supply. Media Beach will display on the invoice VAT, GST, sales tax or other similar tax payable by the Member based on the jurisdiction and domicile of the Member as represented to Media Beach, and other relevant information provided by the Member.
- (d) The deduction to be made in Clause 11.1(b) will not take into account any withholding tax which may be applicable in your jurisdiction. You shall ensure that any withholding tax applicable on the fees will be paid by you separately. Media Beach is not liable for such withholding tax.

### 11.2 Content fees and Media Beach Commission

- (a) If a Seller wants to make Content available on the Exchange, a Seller may either:
  - (1) nominate a licence fee for the Content (the **Seller Fixed Price**);
  - (2) allow the licence fee for the Content (other than live stream Content) to be determined through an auction process involving purchaser Members in different geographic regions or the Buy It Now Price (in each case the **Auction Price**); or
  - (3) if a Seller wants to make live stream Content available on the Exchange, the Seller must nominate the Seller Fixed Price which is an hourly rate but charged pro rata for each 15 minute block.
- (b) Media Beach will display on the Exchange the Seller Fixed Price for each piece of Content if the Seller has nominated a Seller Fixed Price.
- (c) Media Beach charges a commission to Sellers for each licence of their Content to Purchasers, which is calculated as the greater of:
  - (1) USD\$25.00; and
  - (2) 20% of the Seller Fixed Price or Auction Price (as applicable) (being the Seller Fixed Price or Auction Price, which is calculated exclusive of applicable VAT, GST, sales tax or other similar taxes, and before any applicable withholding taxes have been deducted);

**(Media Beach Commission).**

- (d) The Seller agrees that Media Beach may retain the Media Beach Commission.
- (e) Within 20 business days of the end of each calendar month, Media Beach agrees to pay the Seller the Seller Fixed Price or Auction Price (as applicable) which Media Beach has received from the Purchaser in the preceding month in respect of each transaction with that Seller, into the Seller's Nominated Account, less the Media Beach Commission for the preceding month.
- (f) The Media Beach Commission is exclusive of VAT, GST, sales tax or other similar tax. If those taxes are, or become payable on any supply made under or in connection with these T&Cs, an additional amount is payable by the party providing consideration for the supply equal to the amount of VAT, GST, sales tax or other similar tax payable on that supply. Media Beach will display on the invoice VAT, GST, sales tax or other similar tax payable by the Seller based on the jurisdiction and domicile of the Seller as represented to Media Beach, and other relevant information provided by the Seller.
- (g) Media Beach will issue the Seller with a tax invoice with respect to the Media Beach Commission, at the same time it pays the Seller pursuant to clause 11.2(e).
- (h) No amount is to be deducted from the Media Beach Commission for any withholding tax which may be applicable in the Seller's jurisdiction. The Seller shall ensure that any withholding tax applicable on the Media Beach Commission will be paid by the Seller separately. Media Beach is not liable for such withholding tax. For the avoidance of doubt, the Seller will be responsible for any withholding taxes on the Media Beach Commission such that the amount to be deducted by Media Beach in accordance to clauses 11.2(e) and 11.2(g) is the final amount due to Media Beach.

### **11.3 Content licence fees payable by Purchaser**

- (a) As payment for the licence the Seller grants to the Purchaser with respect to each piece of Content, the Purchaser must pay Media Beach as agent for the Seller the Seller Fixed Price or the Auction Price (as applicable) for each licence of that Seller's Content to a Purchaser.
- (b) Media Beach will obtain payment on behalf of the Seller by debiting the Seller Fixed Price or the Auction Price (as applicable) from the Purchaser's Nominated Account. The Purchaser authorises Media Beach to make such deduction.
- (c) The Purchaser must not pay the Seller directly, and the Seller must not receive directly from a Purchaser, any payment for the grant of the licence for the Content.
- (d) The transaction for the licence of the Content between the Seller and the Purchaser is completed following the successful debit from the Purchaser's Nominated Account by Media Beach on behalf of the Seller.
- (e) The Purchaser agrees that the Seller Fixed Price or the Auction Price, (as applicable) is payable to Media Beach (as Seller's agent) less any applicable withholding taxes or similar taxes payable on these amounts.
- (f) As Purchaser, you agree that it is your responsibility to pay withholding tax and any other similar tax on the Seller Fixed Price or the Auction Price (as applicable) to the relevant competent revenue authority. You acknowledge and agree that a withholding tax rate notified to you by Media Beach is a guide only based on information provided by you and the Seller. You should seek your own tax advice in relation to the appropriate withholding tax for each transaction.
- (g) The Purchaser agrees to provide the Seller with all appropriate documentation (including, where relevant, a certificate of withholding) to allow the Seller to make any relevant tax claim in the Seller's jurisdiction within 20 business days of the date you make a payment to the relevant competent revenue authority. You warrant to each of the Seller and Media Beach that you have withheld the appropriate amount of withholding tax in the relevant jurisdiction. You acknowledge that there may be specific requirements for payment and documentation of taxes in the relevant jurisdiction and you agree to comply

with those requirements. You should seek your own tax advice including in relation to the appropriate documentation for each transaction.

- (h) The Seller Fixed Price and Auction Price is exclusive of VAT, GST, sales tax or other similar tax. If those taxes are, or become payable on any supply made under or in connection with these T&Cs, an additional amount is payable by the party providing consideration for the supply equal to the amount of VAT, GST, sales tax or other similar tax payable on that supply. Media Beach, as agent for the Seller, will display on the invoice VAT, GST, sales tax or other similar tax payable on the Seller Fixed Price or Auction Price (as applicable) as determined by the Seller based on the Seller's and Purchaser's tax residency.
- (i) Unless expressly stated, any other consideration or amount payable under these T&Cs is exclusive of VAT, GST, sales tax or other similar tax. If those taxes are, or become payable on any supply made under or in connection with these T&Cs, an additional amount is payable by the party providing consideration for the supply equal to the amount of VAT, GST, sales tax or other similar tax payable on that supply.

#### 11.4 Internal Content Delivery Fees

- (a) As consideration for Media Beach providing you with Internal Content Delivery in excess of your base bandwidth quota as set out in Schedule 5, you agree to pay Media Beach a fee (**Internal Content Delivery Fee**) in advance and in accordance with the rates at Schedule 5.
- (b) Internal Content Delivery Fees will be deducted from your Nominated Account in accordance with the terms set out at [www.mediabeach.com/membership/](http://www.mediabeach.com/membership/). You authorise Media Beach to make such deduction.
- (c) Internal Content Delivery Fees are exclusive of any withholding tax, VAT, GST, sales tax or other similar tax. If those taxes are, or become payable on any supply made under or in connection with these T&Cs, an additional amount is payable by the party providing consideration for the supply equal to the amount of withholding tax, VAT, GST, sales tax or other similar tax payable on that supply.
- (d) For the avoidance of doubt, these Internal Content Delivery Fees are in addition to the Membership Fee, Subscription Fee and Internal Network Member Account Fee
- (j) You may submit a written request to Media Beach to vary the Internal Content Delivery Fees for prepayment by you for an increased bandwidth usage above your base bandwidth quota.

#### 11.5 Tax acknowledgment and indemnity

- (a) In this clause 11.5, tax includes withholding tax, VAT, GST, sales tax, similar taxes or other taxes.
- (b) You acknowledge and agree that while Media Beach seeks to assist Members by displaying tax rates, providing invoices and collecting payments based on information provided by you to Media Beach and the best information available to Media Beach in relation to transactions between Sellers and Purchasers in various jurisdictions, Media Beach does not act as your tax advisor and it is each Member's sole responsibility to comply with all tax laws relevant to it and the transactions it enters.
- (c) You shall indemnify Media Beach, its employees, officers, directors, related companies, shareholders or assignees against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Media Beach, its employees, officers, directors, related companies, shareholders or assignees, pay, suffer, incur or are liable for (including legal fees and disbursements on a full indemnity basis and including any interest or penalties) arising in relation to:
  - (1) a failure by you or your Corporate Affiliates, Broadcast Affiliates or Internal Network Members to properly calculate or pay any tax (including any withholding tax and including any interest and penalties) relating to any interaction by you with the Exchange; or

- (2) Media Beach displaying on an invoice issued in relation to these T&Cs, including by Media Beach on behalf of the Seller, any taxes including withholding tax, VAT, GST, sales tax or other similar taxes (including any interest or penalties), based on the representations you make, or statements you provide, to Media Beach.

#### 11.6 VOD Server - costs

- (a) You agree to pay Media Beach for the costs of the VOD Server hardware (as per Schedule 5) in advance and prior to being able to use such VOD Server hardware. You are responsible for any customs or other duties payable on such VOD Server hardware.
- (b) Such costs will be deducted from your Nominated Account in accordance with the terms set out at [www.mediabeach.com/membership/](http://www.mediabeach.com/membership/). You authorise Media Beach to make such deduction.
- (c) Such costs are exclusive of withholding tax, VAT, GST, sales tax or other similar tax. If those taxes are, or become payable on any supply made under or in connection with these T&Cs, an additional amount is payable by the party providing consideration for the supply equal to the amount of withholding tax, VAT, GST, sales tax or other similar tax payable on that supply.
- (d) Title in the VOD Server will pass to the Member, or Internal Network Member as applicable, upon receipt by Media Beach of the upfront payment specified in 11.6(a).

#### 11.7 Additional Network Account – costs

- (a) This clause 11.7 applies only to Members who have purchased Network Membership.
- (b) A Member with a Network Membership may allow an entity which is either a division of the Member, a related or associated company or an entity with a commercial relationship with the Member which allows that entity to share, aggregate and distribute Content with that Member within the Member's internal network (**Internal Network Member**). You agree to ensure all Internal Network Members comply with these T&Cs.
- (c) A Member may use a Network Admin Login to add, remove and administer Internal Network Members on the "Network" tab in the Media Beach website.
- (d) You agree to pay Media Beach an account fee as set out in Schedule 5 in advance for each Internal Network Member (**Internal Network Member Account Fee**). For the avoidance of doubt, the number of Internal Network Members Accounts will be determined by the number of Internal Network Members listed in the "Network" tab on the Media Beach website and is not referable to the VOD or software accounts of each Internal Network Member.
- (e) The Internal Network Member Account Fee will be deducted from your Nominated Account in accordance with the terms set out at [www.mediabeach.com/membership/](http://www.mediabeach.com/membership/). You authorise Media Beach to make such deduction.
- (f) If an Internal Network Member needs a VOD Server account or software account, you agree that you are responsible for all fees and other costs associated with such accounts.
- (g) Such costs are exclusive of withholding tax, VAT, GST, sales tax or other similar tax. If those taxes are, or become payable on any supply made under or in connection with these T&Cs, an additional amount is payable by the party providing consideration for the supply equal to the amount of withholding tax, VAT, GST, sales tax or other similar tax payable on that supply.

## 12 Confidential information

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You must not disclose, and must hold as confidential, any information relating to Media Beach or its business, another Member of the Exchange and the Exchange, its systems, processes and technology (the **Confidential Information**) except to the extent:

- (a) the Confidential Information was already in the public domain at the time of disclosure or subsequently becomes available within the public domain other than by a breach of this clause or any other obligation of confidence binding on you; or
- (b) disclosure is required by an applicable law or government agency provided you have first consulted with Media Beach in relation to the timing, form and content of the proposed disclosure.

You must ensure your employees, officers, directors, related companies and Internal Network Members comply with your obligations in this clause.

## 13 Indemnity to Media Beach

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You shall indemnify Media Beach, its employees, officers, directors, related companies, shareholders or assignees against any claim, action, damage, loss, liability, cost, charge, expense, or payment which Media Beach, its employees, officers, directors, related companies, shareholders or assignees pay, suffer, incur or are liable for (including legal fees and disbursements on a full indemnity basis) arising out of:

- (a) any breach by you of the T&Cs including clause 2;
- (b) any claim that a Select User has breached the App user terms or the software licence terms for the App;
- (c) any Content uploaded by a Select User using the Media Beach Mobile Application;
- (d) in addition, if you are the Seller:
  - (1) the Content you upload to the Exchange, or the licence you grant to Media Beach or the Purchaser;
  - (2) any third party claim that the grant of a licence or use of the Content infringes a third party's rights, including intellectual property rights, moral rights, rights of confidentiality, is passing off, or breaches any law, including defamation, breaches any contract, or otherwise any third party claim which would, if successful, amount to a breach of warranty by you in respect of that Content; or
- (e) in addition, if you are the Purchaser, any use by you of the Content outside the terms of the licence under these T&Cs.

## 14 Limitation of liability

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- (a) The Exchange and/or the Website and the information and Content provided via the Exchange and/or the Website is provided "as is." Media Beach does not represent, warrant or offer any conditions that:
  - (1) the information, Content or capabilities provided through the Exchange and/or the Website are correct, accurate, reliable or complete;
  - (2) the Exchange and/or the Website or capabilities provided via the Exchange and/or the Website will be uninterrupted or error-free;
  - (3) the service or the server(s) that make the Exchange available are free of viruses or other harmful components;
  - (4) the Seller of the Content holds the necessary rights to licence the Content;



- (5) the Purchaser will use the Content in accordance with these T&Cs.
- (b) Media Beach specifically disclaims all representations, warranties and conditions, either express or implied including but not limited to any implied warranties or conditions of merchantability, merchantable quality, non-infringement, title, durability, satisfactory quality or fitness for a particular purpose.
- (c) Except in respect of liability which Media Beach may not lawfully exclude, restrict or modify, Media Beach and any of its related companies are not liable for any Loss, however caused (including by the negligence of Media Beach or any of its related companies and including any Consequential Loss, indirect, incidental, special, exemplary or other damages whatsoever) suffered or incurred by you in connection with the Exchange, the Website, any Content, a Seller or a Purchaser.
- (d) In respect of liability Media Beach may not lawfully exclude, restrict or modify, to the extent possible the liability of Media Beach for Loss, however caused (including by the negligence of the Media Beach), suffered or incurred by you is limited to Media Beach (at its election):
- (1) resupplying the services;
  - (2) paying the cost of having the services supplied again; or
  - (3) refunding any fee that was paid to Media Beach in respect of such issue that gave rise to the liability.
- (e) For the avoidance of doubt, you acknowledge and agree that Media Beach is not responsible or liable in any way for the Content and has no control over the quality, accuracy or legality of the Content available on the Exchange.

The meanings of the terms used in this clause 14 are set out below.

Term	Meaning
<b>Consequential Loss</b>	liability, loss, cost, expense or damages in contract, tort (including negligence), under any statute (to the extent applicable law permits exclusion of such liability) or otherwise arising from or related in any way to these T&Cs or its subject matter, including loss of profit (whether direct, indirect, anticipated or otherwise), loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill), damage to reputation and loss or corruption of data.
<b>Loss</b>	any liability, loss, cost, expense or damage.

## 15 General

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- (a) These T&Cs are governed by the laws of Singapore and you submit to the non-exclusive jurisdiction of the courts of Singapore.
- (b) Any dispute arising out of or in connection with these T&Cs, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (**SIAC**) for the time being in force, which rules are deemed to be incorporated by reference in this clause 15(b). The tribunal shall consist of 1 arbitrator to be appointed by the chairman of the SIAC. The decision of the tribunal shall be final and binding on the parties. The language of the arbitration shall be English. The parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- (c) You may not assign the T&Cs, or any rights or licenses granted under the T&Cs without Media Beach's prior written consent. Media Beach may assign the T&Cs, or any rights or licenses granted to it under the T&Cs, at any time without notice.

- (d) If any provision of these T&Cs is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not. Clause 15(d) does not apply where enforcement of the provision of these T&Cs in accordance with clause 15(d) would materially affect the nature or effect of the parties' obligations under these T&Cs.
- (e) Each party must, at its own expense, do all things and execute all documents necessary to give full effect to these T&Cs and the transactions contemplated by these T&Cs.
- (f) These T&Cs and the Application state all the express terms of the agreement between the parties in respect of their subject matter. They supersede all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- (g) You and Media Beach are independent contractors, and no agency (except to the extent expressly set out in these T&Cs), partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these T&Cs.
- (h) You agree that these T&Cs may not be construed adversely against Media Beach solely because Media Beach prepared them.
- (i) Clauses 4.1(f), 4.1(k), 4.2 to 4.4 (for the period of time reasonably necessary for Media Beach to remove the Content you upload from its systems), 4.5, 4.6, 5.2 5.3, 7, 11.5, 12, 13, 14 and 15 survive termination of the Exchange, cancellation of any membership or any Member otherwise ceasing to be involved with the Exchange. In the event of termination of the Exchange, cancellation of any membership or any Member otherwise ceasing to be involved with the Exchange prior to the successful completion of a transaction between Seller and Purchaser, such transaction will be cancelled.

## Schedule 1

### Application Form and Tax Questionnaire

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- 1) Name of entity
- 2) Entity type (e.g. company)
- 3) If a company, place of incorporation
- 4) Postal address
- 5) Name and title of authorised person signing on behalf of the Member
- 6) Credit card account or PayPal account details (**Nominated Account**)
- 7) Declaration: Entity is not resident in a trade sanctioned country
- 8) Declaration: Entity is not a designated or prohibited person or entity, or a person or an entity owned or controlled by, a designated or prohibited person or entity under applicable Sanctions
- 9) Declaration: If an individual, I am over the age of 18
- 10) Membership Level Applied for:
  - Network Membership
  - Basic Membership
  - Contributor Membership
- 11) Subscription Model Applied for:
  - Software Account
  - VOD Server Account
- 12) Preferred Content Seller Name
- 13) In which country are you a resident<sup>1</sup> for tax purposes under that country's domestic tax law?
- 14) What is your business registration number in your country of residence?
- 15) Are you registered for GST/VAT in your country of residence?  
If so, what is your GST/VAT registration number?
- 16) Do you have a certificate of tax residency for the country in which you are a tax resident?

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<sup>1</sup> Please refer to the specific definition of "tax resident" under the tax rules of your country.

If so, please attach that certificate for the relevant year<sup>2</sup>.

17) Do you require a certificate of residency from the other entity with whom you transact in order to claim tax treaty benefits (such as reduced rates of withholding tax) in your jurisdiction?

18) Are you conducting business through a permanent establishment<sup>3</sup> in another country outside the country of tax residence?

a) Please list each country that you conduct business in and provide business registration numbers for each country in which you are registered to conduct business.

b) Please list each country in which you are registered for GST/VAT and provide GST/VAT registration numbers for each country.

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<sup>2</sup> During your membership period, please provide the latest certificate of tax residency.

<sup>3</sup> Please refer to the specific definition of “permanent establishment” for the relevant country.

## Schedule 2

### Logins

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Login type	Description	Membership provided with
<b>Network Admin</b>	1 May create/manage additional Admin Login accounts	Network Membership only
	2 Full rights of an Admin Login account (as set out below)	
<b>Admin</b>	1 Intermediate, account-level administration	Network Membership
	2 Access to Media Beach either via VOD or directly via the Internet	
	3 Password protected	
	4 Access to "Admin" tab on Website	
	5 Ability to define/invite new Members if part of a Network Membership	
	6 Ability to post Content to Media Beach	
	7 Ability to purchase Content from Media Beach	
<b>Local User</b>	1 Access to Media Beach via local VOD server ONLY – no Internet access	Available only as part of the Network Membership
	2 No password required – simply initial registration of email	
	3 May upload Content to "Customer" tab of Website, but not to Media Beach	
	4 May download Content from "Customer" tab of Website	
	5 May view Media Beach tab of Website, but not purchase Content	

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## Schedule 3

### Membership types

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Membership type	Login allocated	Description
<b>Network Membership</b>	Network Admin	<ol style="list-style-type: none"><li>1 Allows the Member to purchase and contribute/sell Content</li><li>2 Network Admin Login may define up to 5 additional Admin Logins.</li><li>3 Add/administer their own Internal Network Members</li><li>4 Internal Network Members may have any number of VOD and/or SA accounts</li><li>5 Branded Network tab in Media Beach interface supports Internal Content aggregation/distribution to multiple locations/groups</li><li>6 Media Beach mobile app links to branded Network tab for internal network Members</li><li>7 External website hosted on Media Beach infrastructure and linked to branded Network tab for ad hoc accelerated uploads from abroad.</li></ol>
<b>Basic Membership</b>	Admin (single only)	<ol style="list-style-type: none"><li>1 Allows the Member to purchase and contribute/sell Content</li><li>2 Single Admin Login</li><li>3 No branded Network tab</li></ol>
<b>Contributor Membership</b>	No Admin login	<ol style="list-style-type: none"><li>1 Allows Member to contribute/sell Content only, the Member cannot purchase Content</li><li>2 No Admin Login</li><li>3 No branded Network tab</li><li>4 Visibility only to their own Content submissions within the Media Beach GUI</li></ol>

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## Schedule 4

### Subscription models

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Model	Login allocated	Description
<b>Software Account</b>	Single Admin Login	1 Software only access to Media Beach via the Internet
		2 No access to "Live" or "VOD" areas of the Website
		3 Access to "Customer" and "Network" tabs on the Website only if part of a Network Membership
		4 Downloaded Content only in native (original) format
		5 Interactive uploads/downloads to/from desktop via Website
		6 No workflow integration
<b>VOD Server Account</b>	7 Single Admin Login	1 A turnkey hardware/software solution (including provision of certain hardware), allowing users on a LAN to securely log in to Media Beach via their VOD
	8 If part of a Network Membership, unlimited number of Local User Logins (restricted to accessing Media Beach via local VOD server)	2 Access to the "Live" and "VOD" tabs on the Website
		3 Access to "Customer" and "Network" tabs on the Website only if part of a Network Membership
		4 Selection of format of choice for delivery of downloaded Content
		5 Background upload/download of Content
		6 Multiple options for integration to local workflow as per VOD tab

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## Schedule 5

### Fees\*

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#### 1 Membership Fee

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Membership type	Annual fee
<b>Network Membership</b>	USD \$500 + \$100 per each Internal Network Member
<b>Basic Membership</b>	USD \$500
<b>Contributor Membership</b>	USD \$250

#### 2 Subscription Fee

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Subscription Model	Annual fee
<b>Software Account</b>	USD \$1,200
<b>VOD Server Account</b>	USD \$6,000

#### 3 Internal Content Delivery Fees

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Base Bandwidth Quota: 500GB per month

Internal Content Delivery Fees: USD \$500 per 500GB or part thereof.

#### 4 VOD Server hardware

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USD\$3,000 for VOD Server hardware.

*\*All fees subject to change from time to time.*

## Schedule 6

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# Content Submission Form

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Content Piece

Length

- ✓ For Live Streams, nominate a price per hour

The number of days the Content will be available for purchase

Offering:

- ✓ Fixed Fee, in return for non-exclusive rights (**Non-Exclusive Rights**);
- ✓ Auction determined fee, in return for exclusive rights (**Auction**);

Price:

- ✓ Seller Fixed Price (for Fixed Fee Offering);
- ✓ Seller Minimum Price (for Auction Offering);
- ✓ Buy It Now Price (for Auction Offering);

Seller's Contact Details (for Purchaser to query any details about the Content)

Licence Territory

**Reminder to Purchaser to ensure geoblocking in place to prevent distribution outside the Territory.**

Metadata:

Scripts:

Content restrictions:

## Schedule 7

### Guidelines for Sellers and Purchasers

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Media Beach has been designed as a free market whereby Sellers can set their own prices and conduct auctions. Content will sell when Purchasers agree on the price or place the highest bid.

#### Notes for Sellers

Sellers may wish to consider the following factors when setting a price to improve their chances of selling Content:

- Media Beach gives Sellers the options of choosing the Licence Territory in which the Content is available to for sale (be it an entire region such as Asia, or several regions, or even worldwide), and the relevant price offered for rights in that Licence Territory. Some regions may include more potential Purchasers that will compete harder for Content, or include larger Purchasers that will share the Content with their affiliates and so be willing to pay more. Other regions may be smaller markets with more local broadcasters with limited funding. Similarly, one would expect that a 'worldwide' rights offering would justify a higher price than rights limited to one region. It is up to the Seller to nominate and price the Licence Territory for their Content as they see fit.
- It is critical that the Seller has the necessary intellectual property rights to license the Content in the Licence Territory they nominate (be it worldwide or otherwise).
- A Seller may select a region as the Licence Territory but exclude particular countries from that region to ensure they do not infringe third party rights in those countries (for example). If you wish to exclude particular countries from the Licence Territory you must list those countries in the RESTRICTIONS box.
- Purchasers will generally place more value on Content that is available with supplementary files, such as photos, text, scripts or additional video, which may be uploaded with the primary file.
- Similarly, Purchasers will be more attracted to Content which is available with contact details they can follow up for assistance, for example to arrange an interview or live cross.
- For Content offered via auction, if the Seller nominates the Licence Territory to be 'Worldwide', they will not also be able to offer such Content in an individual region (because rights offered via auction are exclusive rights throughout the Licence Territory).

The Media Beach Exchange is not intended to be an archive for Sellers. It is intended to be used for the sale and purchase of current and topical Content, and Sellers should refresh Content regularly.

#### Notes for Purchasers

Purchasers may share the Content with their corporate and broadcast affiliates, as provided in these T&Cs, as long as they purchase the rights for the all the relevant territories in which those affiliates operate (and this may mean entering more than one transaction for the same piece of Content as the Seller may offer different licences in different territories at different prices).

Purchasers need to make sure they (and their affiliates) geo-block any websites they put the Content on so that it is only viewable in the territory they have purchased rights for.

When Purchasers purchase Content under a fixed price sale the rights they are getting are non-exclusive in that Licence Territory (excluding any countries excluded by the Seller in the RESTRICTIONS box). When Purchasers purchase Content by auction, the rights they are getting are exclusive and the Content will be removed for sale as soon as the transaction has been completed.

Always check the RESTRICTIONS box to check if any countries are excluded from the Licence Territory you are seeking to buy rights for – the Seller may have excluded your country from the licence they are offering for that Content (even though you are able to browse and see it on the Exchange). Purchasers can complete an auction transaction early and use the Content exclusively without waiting for the expiry of the auction by opting to pay the 'Buy It Now' price, where indicated.