

Hoozu – General Hoozu Service Terms & Conditions

Introduction

These general Hoozu service terms & conditions (**Terms**) govern your relationship with Hoozu Pty Ltd (ABN 41 163 980 416), whose registered office is at Level 1, 1 Taylor Street, Darlinghurst NSW 2010 (**we, our, us, Hoozu**) including your use of the Hoozu Site and Hoozu Services (whether as an Advertiser or as a Creator).

Hoozu provides an online platform that helps connect and support Advertisers who wish to procure Content from Creators for distribution.

Please refer carefully to the relevant sections of these Terms before you start to use the Hoozu Service. By using the Hoozu Service, you (including, where applicable, the organisation you represent) will be deemed to have understood and accepted these Terms, which form a binding agreement between you and us and/or may form a binding agreement between Creators, Advertisers and us.

You represent and warrant that you have the right, authority and capacity to enter into this agreement. You may not access the Hoozu Site or use the Hoozu Services if you are not at least 18 years old. If you do not agree with all of these Terms, you must not use the Hoozu Site or Hoozu Services.

Definitions

In these Terms, unless the context clearly indicates otherwise, the following terms have the following meanings:

Additional Terms means any additional requirements that an Advertiser includes in a Brief, clearly expressed under the single heading of “Additional Terms” which are intended to bind a Creator to a series of supplementary and overarching obligations.

Advertiser means a party registered through the Hoozu Service that wishes to commission a Creator to complete Content using the Hoozu Service.

Advertiser Assets means images, audio/audio-visual content, scripts, screenplay, advertising or campaign materials, publications, music, documents, software, information, literary material, any logo, trademark or indicia, and/or other materials provided by the Advertiser, (including materials ordinarily subject to copyright, patent and is classified by the Advertiser as a trade secret or form of know-how and any information that the Advertiser regards as confidential information.

Brief means a creative brief setting out an Advertiser's Content requirements posted on or via the Hoozu Service.

Communication has the meaning given in Schedule A.

Content means short-form, mobile formatted video content (typically 7, 15 or 30 seconds in length, or potentially longer) or such other content we or an Advertiser specifies from time to time to be produced in accordance with a Brief for distribution on All Media.

Content and Communications Policy means the policy with respect to Communications and Content Standards set out in Schedule A, as updated in our discretion from time to time.

Content Pitch means the creative pitch submitted by the Creator via the Hoozu Service in response to the Brief, including the Creator's proposed Content before inclusion of the Advertiser Assets.

Content Pitch Deadline means the deadline for the receipt of the Content Pitch specified in the relevant Brief.

Content Standard means the standards set out in Schedule A, as updated in our discretion from time to time.

Contract means the contract formed between an Advertiser, a Creator and us in accordance with the Terms on the terms and conditions set out in **Section 2** of these Terms.

Creator means, a person registered through the Hoozu Service who wish to submit Content Pitches and produce Content.

Creator Payment means the amount specified in a Brief payable to a Creator (being the total Fee minus the Hoozu Fee).

Facebook means the Facebook mobile app and in-app browser) Messenger, Instagram (including apps like Direct and Boomerang), Moments, Bonfire, Facebook Mentions, Spark AR Studio, Audience Network, and any other features, apps, technologies, software, products, or services offered from time to time by Facebook Inc. or Facebook Ireland Limited.

All Media means all forms of digital files delivered on or via the global computer network known as the Internet or any other digital delivery system (including but not limited to mobile device telecommunications networks), whether streamed or downloaded, including without limitation websites, email, banner ads, online content and Hoozu and Advertiser's own and third party Internet and/or social media websites and digital websites and communication channels, print media, broadcast media and including streaming services and any other media not now known or to be created in the future, and includes, without limitation, Facebook.

Fees means the total Fees for payable for the Brief and includes the Hoozu Fee and the Creator Payment.

Hoozu Fee means the amount payable by the Advertiser to us as specified via the Hoozu Service and/or our invoice (being the total Fee minus the Creator Payment).

Hoozu Service means our Hoozu Service located at the Hoozu Site.

Hoozu Site means the website located at Hoozu.com or its successor website, and its' mobile equivalents, applications and any other website, mobile site or application owned or controlled by, or otherwise affiliated with, Hoozu.

Privacy Policy means our privacy policy located on the Hoozu Site.

Taxes means any value-added tax, sales tax, goods and services tax, withholding tax, or other tax, levy, duty, impost, charge or fee imposed on any transaction entered into through or in connection with the Hoozu Service that by applicable law must be added to any amounts charged for any participation, use or purchase related to the foregoing and must be collected by you, us or the relevant Creator.

SECTION 1: USE OF THE SERVICES

1. Registration

- (a) You may use elements of the Hoozu Service by simply visiting the Hoozu Site, but access to most of the Hoozu Service is available only to registered users.
- (b) In order to register to use the Hoozu Services (whether as an Advertiser or Creator) you must create an account (**Account**). By registering an Account, you represent and warrant that you are at least 18 years of age. If reasonably requested, you agree to promptly provide us and/or the relevant Advertiser with a certified copy of government issued identification in order to verify your identity including but not limited to your age, photo and address.
- (c) You agree that you will provide truthful and accurate information when registering your Account. The decision to accept a registration of an Account is in our discretion and we may revoke a registration at any time.
- (d) You may not register or operate more than one Account.
- (e) You may not register an Account if we have previously cancelled your Account as a result of you being in breach of these Terms.
- (f) You are responsible for maintaining the confidentiality of your password and other information about your Account. You are solely responsible for all activities that occur under Account, including any access to, or use of, the Hoozu Service by you or any person or entity using your Account, whether or not such access or use has been authorised by you.
- (g) You must immediately notify us of any unauthorised use of your Account or any other breach of security. We will not be liable for any loss or damage whatsoever resulting from the disclosure of your Account information contrary to these Terms.
- (h) You are responsible for ensuring that the information we hold about you is up to date. Please amend your Account details via the Hoozu Service as appropriate from time to time or contact us if you require assistance.
- (i) We may, in our sole discretion, terminate or temporarily suspend your Account (or any part thereof) or use of the Hoozu Service without notice if you are in breach of these Terms or if we believe in our reasonable discretion that your use of the Hoozu Service is unsuitable in any way.
- (j) The Privacy Policy available on the Hoozu Site will apply to your use of the Hoozu Service and sets out: (i) the terms on which we process any personal information we collect from you, or that you provide to us; and (ii) information about the use of cookies on the Hoozu Service. By using the Hoozu Service, you consent to such processing and you warrant that all data provided by you is accurate, complete and not misleading or unauthorised in any material respect. Please refer to our Privacy Policy for further explanation as to how we use the personal information we collect from you.

2. Advertisers - Posting Briefs and Exclusivity

- (a) Once an Advertiser has registered an Account, Advertisers can post Briefs on their Account to be viewed by Creators using the Hoozu Service. By creating and posting a Brief, Advertiser warrants that:
 - (i) it intends in good faith to select a Content Pitch;
 - (ii) the Brief describes its requirements as accurately as possible and in sufficient detail for the Creator to determine whether the Fee will be adequate remuneration;
 - (iii) it has the authority and funds to pay the Fee and any Taxes; and
 - (iv) where it posts materials as part of a Brief that would ordinarily be classified as an Advertiser's trade secrets/know how, product specifications or anything else an Advertiser would seek to classify as its confidential information, the Advertiser has reviewed all such materials and is satisfied that posting the materials to a Brief may make them available to Creators.

3. Creators - Responding to Briefs

- (a) Some Briefs may be offered by Advertisers to certain specified or kinds of Creators only, such as determined by geographic territory.
- (b) A Creator must submit its Content Pitch prior to the Content Pitch Deadline, and the acceptance of any late Content Pitch is entirely at the discretion of the Advertiser. All dates and times are Australian Standard Eastern Time (AEST) unless otherwise stated. Creator's must be aware of this time zone when submitting a Content Pitch.
- (c) By posting a Content Pitch, a Creator offers to contract with the relevant Advertiser and us (to the extent applicable) for the provision of the Content on the terms and conditions set out in the Brief and the terms and conditions set out in Section 2 below.
- (d) Creator must not disclose its Content Pitch to any third party unless they are directly involved in the production of the Creator's Content.
- (e) Creator must not include any materials in a Content Pitch which incorporates work from any previously commissioned Briefs that are not yet in the public domain.

4. Selection of Briefs and Contracting

- (a) Unless provided otherwise in the Brief, it is the responsibility of the Advertiser to notify the Creator through the Hoozu Service within 10 days after the Content Pitch Deadline if the Creator's Content Pitch was successful or not. If an Advertiser has not notified a Creator within 10 days of the Content Pitch Deadline, Creator may use the raw Content (without the Advertiser Assets) in its absolute discretion.
- (b) If we and/or the Advertiser are unable to successfully communicate with the Creator within 24 hours of such notification, the Advertiser reserves the right to withdraw its selection of the Creator's Content Pitch without liability of us or the Advertiser to the Creator.
- (c) Neither we or the Advertiser will have any liability to a Creator in respect of a failure for any reason to select a Content Pitch.
- (d) By successfully notifying a Creator that Advertiser has selected the Creator's Content Pitch, an Advertiser accepts the Creator's offer to contract (referred to in clause 3(c) above) with the effect that a binding contract arises between the Creator, the Advertiser and us (to the extent applicable) on the terms and conditions set out in **Section 2** below.
- (e) Advertisers must keep all Content Pitches confidential and shall not use or disclose any Content Pitch for any purpose other than to select a Content Pitch, other than to parties associated with the Brief and the Advertiser's professional advisors and related entities, servants, agents and personnel and professional representatives (on a need-to-know and confidential basis only).
- (f) Advertiser and Creator must ensure that all ongoing communication related to any Content is completed on the Hoozu Service via the messaging and other production management tools provided, so we have a record of this communication for Advertiser and Creator's protection.

SECTION 2: ADVERTISER/CREATOR CONTRACT

5. Contract formation

- (a) Upon the successful notification by an Advertiser to a Creator that it has selected a Content Pitch in accordance with these Terms, the Advertiser, Creator and us (where applicable) automatically enter into a contract on the terms of the Brief and the terms of this Section 2 (together, '**Contract**').
- (b) To the extent of any inconsistency, any provisions of the these Terms will override the terms of the Brief.

6. Production of Content

- (a) Prior to selecting a Content Pitch, the Advertiser must pay to Hoozu the Fees payable with respect to the Brief in accordance with clause 7.
- (b) The Creator must produce, edit and deliver the Content in accordance with:
 - (i) the Brief (including, the Fee and any production schedule);
 - (ii) reasonable skill and care;
 - (iii) good industry practice;
 - (iv) any relevant social platform guidelines;
 - (v) the Hoozu Privacy Policy;
 - (vi) all applicable laws (including without limitation any applicable privacy laws);
 - (vii) the Advertiser's reasonable instructions and specifications.
- (c) Other than as provided in the Hoozu Service, the Creator must provide all facilities, assets, personnel and other resources necessary to produce/edit and deliver any Content unless otherwise agreed with the Advertiser.
- (d) Hoozu may in its absolute discretion, edit or otherwise alter a Content Pitch including without limitation to remove or incorporate Advertising Assets specified in the Brief.
- (e) The Creator will supply digitally uploaded video files of the Content in accordance with the deliverables set out in the Brief, within the timeframe specified in the Brief.
- (f) The Creator undertakes that the Creator, all personnel involved in, and all contributors to (including talent and music), any Content will sign release forms and other written agreements (together, '**Content Releases**') if required which will:
 - (i) enable the Advertiser, its successors, assignees and licensees to exploit the Content (or any part of it) in all media, globally and in perpetuity, subject to the usage limitations specified in the Brief which only apply to the rights of talent and relevant third party contributors (e.g. music composers) for an unlimited number of transmissions and/or exhibitions and for the full period of copyright, without any requirement to pay any further costs (other than those contemplated in the Brief);
 - (ii) enable the collection, use and processing of any personal information or data in the Content, including, without limitation, with respect to the names, likenesses and location of any individual who is reasonably identifiable, for the purposes of displaying the Content on All Media throughout the world, including by the Creator, relevant Advertiser, Hoozu, Facebook and any other media outlet on which the Content is displayed;
 - (iii) contain express waivers of and/or consents to not enforce so called moral or similar rights in connection with the Content;
 - (iv) be free of any third party limitations or residual fees unless otherwise agreed in writing..
- (g) Upon request from a Creator, we may provide Content Release form templates to assist with procuring the rights described above. However, as between us, the Advertiser and Creator, Advertiser is solely responsible for:
 - (i) ensuring that the Creator has obtained all necessary licenses and release forms;
 - (ii) ascertaining that the rights obtained pursuant to these documents are sufficient for Advertiser's proposed exploitation of the Content; and
 - (iii) requesting any necessary copies and/or other evidence from Creator for these purposes.

Without limiting the foregoing, Advertiser may request in a Brief that Creator use Advertiser's preferred form of Content Releases. If Advertiser makes such a request, Creator must use Advertiser's preferred form of Content Releases. The Creator must not use its own Content Releases without the express consent of the Advertiser.

- (h) Creator must provide copies of the Content Releases to us and/or the relevant Advertiser upon request, including completing any workflow (e.g. digital release forms) that is required of the Creator via the Hoozu Service.
- (i) Creator will maintain in force, with a reputable insurance company, errors and omission insurance, professional indemnity insurance (which will include cover pertaining to a Creator breach of any third party Intellectual Property and Advertiser trade secrets/know how or confidential information) and public liability insurance to cover the liabilities that may arise under or in connection with any Brief and shall, on our or Advertiser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. Creator warrants that it holds all such insurance policies and that such insurance policies fully cover its participation in any Brief. Creator acknowledges that it alone will bear any and all liability arising from any failure to hold such insurance and it shall have no claim against us or Advertiser in respect of any losses Creator incurs. Advertiser warrants that it has checked and satisfied itself of the Creator's insurance status, and we have no liability whatsoever to Advertiser in relation to such insurance.
- (j) Creator warrants that neither it or any contributor to any Content are subject to the requirements or obligations of any union, guild or similar association (**Union**) or, if Creator or any such party is subject to any Union, Creator warrants and agrees to fully comply with such Union's rules and policies and Creator indemnifies and hold us and the Advertiser harmless for any Union related claims whatsoever and howsoever caused.
- (k) Creator agrees:
 - (i) if reasonably requested by us or Advertiser, to participate in press photography/filming, media interviews and/or other promotional/publicity activity in respect of the Hoozu Service, and/or any Content produced by Creator; and
 - (ii) that we and/or the Advertiser shall have the right to use Creator or Creator's key personnel's name, likeness and biography to promote the Hoozu Service and/or any Content produced by the Creator.
- (l) Creator undertakes not to depict or refer to any reasonably identifiable person in any Content without having first obtained written consent for the depiction or reference and to the manner in which it is made, including without limitation in respect of all applicable privacy laws.
- (m) Creator understands and acknowledges that Creator is responsible for obtaining any required local filming permits.

7. Fees and Payment

- (a) Advertiser must pay the Fee, and any other amounts payable by Advertiser directly to Hoozu in accordance with the Contract by the due date and as otherwise specified by Hoozu, including the payment method and currency stipulated by Hoozu (which may be updated from time to time).
- (b) Advertiser and Creator acknowledge that we will retain the Hoozu Fee and Advertiser will release the applicable Creator Payment (which comprises the Fee less the Hoozu Fee) to the relevant Creator.
- (c) Any costs, overheads, payments, charges, fines, penalties or other expenses incurred by the Creator in connection with a Brief, Content Pitch or with respect to the Content directly or indirectly are solely at the Creator's own risk. The entire payment to the Creator is the Creator Payment, and such payment is only due and payable in the event that the Creator's Content Pitch is selected by the Advertiser, about which no representation or guarantee whatsoever is given by us or the Advertiser.
- (d) Advertiser acknowledges that it will be entitled to reject the Content in its' absolute discretion and may in its absolute discretion provide reasons for such rejection. Any decision by an Advertiser to reject Content is final, and no further correspondence will be entered into, whether or not reasons are provided.
- (e) Advertiser is solely responsible for conducting appropriate due diligence and ensuring the suitability of the Creator prior to their engagement.

- (f) If Advertiser rejects Content in accordance with clause 7(d) above, Advertiser is not required to pay the Creator any amounts that were contingent on delivery.
- (g) If Advertiser fails to make any payment due under the Contract by the due date for payment, then, without limiting our remedies, Advertiser agrees to pay interest on the overdue amount at the rate of 2% per annum above our primary bank's standard overdraft rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Advertiser agrees to pay the interest together with the overdue amount.
- (h) Advertiser agrees to make all payments under the Contract without withholding or deduction of, or in respect of, any Taxes unless required by law. If any such withholding or deduction is required by law, Advertiser agrees to, when making the payment to which the withholding or deduction relates, pay to us such additional amount as will ensure that we receive the same total amount that we would have received if no such withholding or deduction had been required. In addition, where required to be paid by law, the Advertiser must provide to us a copy of the certificate of withholding (or analogous document).
- (i) Advertiser and Creator each acknowledge and agree that:
 - (i) The payments under the Contract payable to Hoozu are exclusive of Taxes which, if applicable, shall be payable by Advertiser;
 - (ii) The Creator Payment shall be paid to Creator in the currency advised by us (which may be updated from time to time);
 - (iii) We have no responsibility to Creator whatsoever in relation to the impact of exchange rate variations or payment gateway fees and charges, on the amounts that Creator actually receives; and
 - (iv) Notwithstanding clause 7(i)(i), in the event an Advertiser determines that it is required to withhold any Taxes from any sums payable to us, the Advertiser is obligated to notify us in advance, setting out the legal basis for the withholding of these sums.
- (j) Advertiser further acknowledges and agrees that, once the Creator Payment (or any portion of it) is released to the Creator, the Creator Payment is non-refundable other than as expressly set out in the Contract and we shall have no liability to Advertiser in respect of the same. Advertiser is solely responsible for undertaking due diligence in respect of the relevant Creator and/or Content to ensure its compliance with the Contract prior to triggering progress payments and/or acknowledging final delivery.
- (k) Creator warrants that it is entitled to be the sole recipient of the Creator Payment or any other payment in respect of Content, and neither us nor any Advertiser shall have additional liability to Creator or any other person in respect of any Content following payment in full of the Creator Payment.

8. GST Obligations for Australian Creators

This clause 8 applies solely to Creators that are registered or required to be registered for the purposes of A New Tax System (Goods and Services Tax) Act 1999 (GST Law). In accordance with section 153-50 of the GST Law, Hoozu will, on the Creator's behalf make the supplies to Advertisers, the details of which are as follows:

- (a) For the purposes of GST Law, Hoozu will be treated as making the supplies to Advertisers, and the Creator will be treated as making corresponding supplies to Hoozu.
- (b) In the case of supplies to Advertisers, Hoozu will issue to Advertisers, in Hoozu's own name, all the tax invoices and adjustment notes that are required by the GST Law relating to those supplies and the Creator will not issue to Advertisers any such tax invoices and adjustment notes relating to those supplies.
- (c) The Creator will issue Hoozu all the tax invoices and adjustment notes that are required by the GST Law in respect of the corresponding supplies.
- (d) The arrangement ceases to have effect if the Creator or Hoozu, or both of them, cease to be registered for GST.
- (e) Where GST applies to a Creator under this clause 8, the Creator must provide to us an invoice that accords with the GST Law prior to any payment made by us to the Creator.
- (f) Where the Creators make a supply to Hoozu which attracts GST, the Creator is entitled to recover the GST from Hoozu.

9. Cancelling Briefs

- (a) If the Creator is in material breach of its obligations pursuant to the Contract and, if capable of remedy, such breach has not been remedied within 72 hours of written notice requiring such remedy, Advertiser may cancel a Contract on provision of written notice to the Creator and us.
- (b) Fees payable by Advertiser in relation to Cancelling Briefs
 - (i) If Advertiser cancels a Brief 72 hours or more before the Content Pitch Deadline, Advertiser will not incur cancellation fees.
 - (ii) If Advertiser cancels a Brief 72 hours or less before the Content Pitch Deadline or after the Content Pitch Deadline, but before selection, Advertiser will be liable for 50% of the Hoozu Fee. We may, in our absolute discretion, agree to waive some or all of the Hoozu Fee if we deem the Content Pitch was not satisfactory to Advertiser's Brief.

10. Advertiser Assets

- (a) If Advertiser uploads any Advertiser Assets for inclusion in a Content Pitch and/or use in the fulfilment of Briefs to the Hoozu Service, or otherwise provides Advertiser Assets to us or any Creator, Advertiser grants:
 - (i) us, a non-exclusive, revocable, royalty-free, worldwide licence to host and store the Advertiser Assets and to make them available to Creators strictly for the purposes of the operation of the Hoozu Service and performance of the Contract; and
 - (ii) each Creator the right to use, edit and modify the Advertiser Assets as reasonably required (or directed by the Advertiser) to produce and submit Content Pitches and perform the Contract,
(Licence).
- (b) Creator agrees to use the Advertiser Assets in accordance with the Licence solely for the purposes of creating and submitting their relevant Content Pitch to a Brief and/or completing the Content.
- (c) Upon final delivery of the Content, cancellation of any Brief or notification that Creator's Content Pitch has been unsuccessful, Creator agrees to make no further use of the Advertiser Assets and delete all copies of such Advertiser Assets in Creator's possession.
- (d) Notwithstanding anything in clause 10(c), where a Content Pitch has been selected by an Advertiser and for 3 years from the date of final delivery of the Content, the Creator must retain (in a secure location), a safe and secure copy of the final Content files and any key project files pertaining to the Content. Within 24 hours and if requested by Hoozu or an Advertiser, the Creator must (without claiming any additional fees) provide a downloadable link to all master files, super-less master files and separate audio splits.
- (e) Other than the grant of the Licence, nothing in the Contract will be taken to constitute a transfer, assignment or grant of any ownership or other rights in any intellectual property rights in the Advertiser Assets to us or Creator.
- (f) Advertiser warrants that:
 - (i) Advertiser has all necessary rights, licences, permissions and consents to grant the Licence;
 - (ii) the Advertiser Assets and the Licence, and our and/or any Creator's exercise of the Licence, shall not infringe the rights, including (without limitation) the intellectual property rights, of any third party; and
 - (iii) the Advertiser Assets shall not include anything which is or may reasonably be regarded as offensive, blasphemous, obscene, defamatory or otherwise unlawful.

11. Intellectual Property

In respect of the relevant Content, in consideration of the payment of the Creator Payment in full, Creator:

- (a) subject to the provisions of clause 11(e) 11(f), 11(g) and 11(h) below and this clause 11 generally and subject to any usage rights or limitations defined in the Brief of third parties (such as talent and music rights holders), grants an **exclusive assignment** of present and future copyright to the Advertiser of all rights including without limitation the entire worldwide copyright and all other rights of whatever nature (whether vested or contingent) in and to the Content for exploitation at that Advertiser's sole discretion in All Media whether now or hereafter known throughout the universe for the full period of copyright therein and all

renewals and extensions thereof and thereafter (in so far as is permissible by law) in perpetuity;

irrevocably and unconditionally waives and/or provides all relevant consents to not enforce or shall procure the irrevocable and unconditional waiver of and/or consent to not enforce all moral rights created by the Copyright Act 1968 (Cth), (which include the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, and any similar rights capable of protection under the laws of any other jurisdiction) in the Content that Creator or any individual engaged by Creator may have now and in the future in any part of the world; and

- (b) warrants and undertakes that:
- (i) Creator has the sole right and authority to assign the rights to the Advertiser expressed to be assigned above;
 - (ii) the Content is wholly original to Creator and does not infringe the copyright or any other rights of any third party;
 - (iii) subject to this clause 11, no consents or permissions are required from Creator or any third party in respect of the applicable Advertiser's use of any of the Content;
 - (iv) the Advertiser may exercise any and all rights in respect of the Content without identifying any person or persons as the individual/s responsible for creating the Content; and
 - (v) the Advertiser may modify, alter, adapt, distort or otherwise change the Content regardless of whether such modification, alteration, adaptation, distortion or change is prejudicial to an individual's reputation or honour.
- (c) Upon request of the relevant Advertiser, Creator agrees to execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the assignment of rights above, including executing or procuring the execution of any moral rights' consent form that may be required by the Advertiser. The Creator also agrees to execute such documents and perform such acts as may be required by an Advertiser for the registration and protection of any Intellectual Property rights which subsist in the Content.
- (d) If any applicable law does not permit the assignment referred to in clause 11(a) above, subject to clauses 11(f), 11(g) and 11(h) below and clause 12, the Creator hereby grants to Advertiser the exclusive, irrevocable, perpetual right to exploit the Content in All Media throughout the world.
- (e) Notwithstanding the above, the Creator will not be responsible for, unless agreed in writing between Advertiser and the Creator, public performance rights in respect of musical compositions in the Content.
- (f) Advertiser and Creator hereby grant Hoozu a non-exclusive, royalty-free, worldwide, perpetual licence to host and store all Content submitted by Creator under the Contract and to make them available to the relevant Advertiser and, in respect of Content that are not acquired by an Advertiser pursuant to a Brief, to make such Content available via the Hoozu Site in accordance with these Terms. We undertake to maintain accurate and up to date records of all materials retained by us by way of this licence.
- (g) For the avoidance of doubt, if Advertiser rejects Content there will be no assignment or grant of rights by the Creator to Advertiser in relation to that Content and, except as otherwise agreed by Advertiser and the Creator, Advertiser must not exploit the Content in any manner whatsoever.
- (h) Subject to any requirements set out in the Brief, the Advertiser's exploitation of Content via All Media will be unlimited and not subject to any usage restraints and/or additional clearance fees.

12. Dealings between us, the Advertiser and the Creator

- (a) Each of Creator and Advertiser:
- (i) agree to act reasonably and in good faith in their respective dealings with us and each other and to respond promptly to all communications.
 - (ii) acknowledge that Hoozu is not responsible for any element of the production of the Content or liable for the acts or non-performance by Advertiser or Creator; and

- (iii) agrees to release Hoozu against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with any claim in connection with any breach of the Contract or other act or omission by the releasing party or its representatives, officers, employees or contractors.
- (b) Once a Brief has been submitted to the Hoozu Service, Advertiser and Creator agree not to attempt to circumvent the Hoozu Service or send or receive consideration for any Brief or related work other than via the Hoozu Service.
- (c) Advertiser agrees to indemnify Hoozu and the Creator against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with any claim made against us arising out of or in connection with any breach of the Contract or other act or omission by Advertiser.
- (d) Creator agrees to indemnify Hoozu and the Advertiser against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with any claim made against us arising out of or in connection with any breach of the Contract or other act or omission by Creator and/or any claim that the Content or the Advertiser's exploitation of the Content infringes the intellectual property or other rights of any person or entity.
- (e) Neither Creator nor Advertiser, while registered on the Hoozu Service and for a period of 3 months after ceasing to be registered, shall:
 - (i) in the case of the Advertiser, knowingly seek or accept the services of any Creator independently from the Hoozu Service; or
 - (ii) in the case of the Creator, knowingly seek or accept the custom of any Advertiser independently from the Hoozu Service; or
 - (iii) induce, or attempt to induce, any user of the Hoozu Service to: (i) cease or refrain from using the Hoozu Service; or (ii) reduce its use of the Hoozu Service or do any other thing which is reasonably likely to have such an effect.

13. Responsible Contracting

- (a) Advertiser and Creator must comply with all applicable anti-bribery laws and regulations.
- (b) Advertiser and Creator and any person or entity working on Advertiser or Creator's behalf, in connection with the Contract, shall not make any payment or transfer anything of value, directly or indirectly to any of the following if such payment or transfer would violate the laws of the country in which the transaction is made:
 - (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations);
 - (ii) any political party, official of a political party, or candidate for public office;
 - (iii) any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official;
 - (iv) any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with Advertiser or Creator's affairs;
 - (v) any business entity selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or
 - (vi) any other person or entity.
- (c) Advertiser and Creator warrant and represents that, should it learn of or have reason to suspect any breach of the obligations in clauses 13(a) and 13(b) above, it will take appropriate remedial steps and promptly notify the other party and us.
- (d) Without limiting any other provision of the Contract, Advertiser and Creator's represent and warrant that:
 - (i) except as disclosed in writing, neither Advertiser nor Creator has any conflict of interest with respect to its business dealings in accordance with the Contract;
 - (ii) their performance of their respective obligations under the Contract will not breach any applicable law (including, without limitation, any laws relating to export controls, sanctions, data protection, anti-trust prohibitions and minimum employment standards);
 - (iii) they will not engage in any activity that involves the exploitation of child labour or labour generally and will implement and comply with policies to protect the rights of workers in compliance with applicable laws (including, without limitation, ensuring that wages are paid to all applicable workers that meet or exceed legal minimum standards or applicable industry standards (whichever is higher) and workers are not required to work for more hours than applicable under the relevant legal standards and all overtime is voluntary);
 - (iv) they recognise and respect any legal rights of workers to freedom of association and collective bargaining.
- (e) Creator must disclose to Advertiser any ownership of or beneficial interest in Creator by any:
 - (i) any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations);
 - (ii) any political party, official of a political party, or candidate for public office;
 - (iii) any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; or
 - (iv) any employees of Advertiser or family members of employees of Advertiser.

14. General

- (a) Advertiser will not at any time use or disclose to any person any confidential information relating to Hoozu or any Creator (including, without limitation, any Content Pitches) save to all of Advertiser's professional advisors and Advertiser's related entities, servants, agents and personnel and professional representatives (on a need-to-know and confidential basis only) or as otherwise required by law.
- (b) Creator will not at any time use or disclose to any person any confidential information relating to us or any Advertiser save to Creator's personnel associated with the Brief and of all of Creator's professional advisors and Creator's related entities, servants, agents and personnel and professional representatives (on a need-to-know and confidential basis only) or as otherwise required by law. Without limiting this clause 14(b) if the Creator briefs any

third party with respect to a Brief, Content Pitch or the Contract, the Creator must enter into an agreement with the third party under which the third party commits to confidentiality obligations not less onerous than those set out in clause 14(a).

- (c) The relationship between Advertiser, Creator and us is and will be that of independent contractors and nothing in the Contract shall create an employment, trustee, partnership or agency relationship and no party will make any representation as such.
- (d) Subject to clause 14(e) below, failure by Advertiser, Creator or us to perform any of their respective obligations under the Contract (or a delay in such performance) due to any strike, lockout or other industrial action, act of God (including severe weather events), act of terrorism, war, act of government or political or civil disturbance which is beyond the reasonable control of the affected party (**Force Majeure Event**), will not constitute a breach of the Contract. The party affected by the Force Majeure Event will:
 - (i) promptly give the other parties notice of the Force Majeure Event and an estimate of the non-performance and delay;
 - (ii) take all reasonable steps to overcome the effects of the Force Majeure Event; and
 - (iii) resume performance as soon as practicable after the Force Majeure Event no longer affects any party,

provided that if a Force Majeure Event continues for a period of 30 days or more, the Advertiser may terminate a Brief or the Contract with immediate effect by providing notice to us and the Creator. Where a Force Majeure Event is an act of God (including a severe weather event) which prevents production or filming which cannot be rescheduled despite the party's best efforts, the Advertiser and Creator mutually agree to negotiate in good faith for the settlement of any reasonable out of pocket expenses incurred by the Creator prior to the Force Majeure Event (including a severe weather event).

SECTION 3: HOOZU SERVICE TERMS GENERALLY

15. Hoozu Intellectual Property

You acknowledge that the Hoozu Service and all material published on the Hoozu Site including but not limited to text, graphics, photos, logos, button icons, images, trade marks, audio and audio visual clips, databases, data compilations, data and software (but excluding any content uploaded by users of the Hoozu Service) (together the **Hoozu Content**) are (as between you and us) owned and controlled by or licensed exclusively to us. You may not copy, adapt, display, communicate to the public or otherwise use any Hoozu Content except as enabled and permitted by the Hoozu Service from time to time.

16. Your Use of the Hoozu Service and Content Standards

- (a) You are responsible for making all technical arrangements necessary to access the Hoozu Service. You are also responsible for ensuring that all persons who access the Hoozu Service through your internet connection are aware of these Terms and that they comply with them.
- (b) Without limitation, you may not use the Hoozu Service:
 - (i) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - (ii) to send, or procure the sending of, any unsolicited or unauthorised electronic communication, advertising or promotional material or any other form of similar solicitation (spam); or
 - (iii) to knowingly transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Hoozu Service or any computer software or hardware.
- (c) You also agree not to:
 - (i) reproduce, duplicate, copy or re-sell any part of the Hoozu Service (or any content within it) in contravention of these Terms; and
 - (ii) access without authority, interfere with, damage or disrupt:
 - (A) any part of the Hoozu Service;
 - (B) any equipment or network on which the Hoozu Service is stored;
 - (C) any software used in the provision of the Hoozu Service; or
 - (D) any equipment or network or software owned or used by any third party.
- (d) The Hoozu Service may include information and materials uploaded by other users, including (without limitation) to comment boards and discussion forums. This information and these materials have not been verified or approved by us. The views expressed by other users on the Hoozu Service do not represent our views or values. You acknowledge that you may be exposed to content that you may find offensive, indecent or objectionable and that, in this respect, you use the Hoozu Service at your own risk.
- (e) Whenever you make use of Hoozu Service to allow you to upload content or make contact with other users of the Hoozu Service (each a **Communication**) you grant us a non-exclusive, royalty-free, worldwide, perpetual licence to host, copy, store and make available such Communication.
- (f) Communications must comply with the Content and Communications Policy in Schedule A.

17. Copyright Infringement - Takedown Procedures

- (a) If you believe that any materials on the Hoozu Service infringe your copyright, you may request that such materials be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorised representative, and must:
 - (i) identify the allegedly infringing materials;
 - (ii) indicate where on the Hoozu Service the infringing materials are located;
 - (iii) provide your name and contact information;
 - (iv) state that you have a good faith belief that the materials are infringing;
 - (v) state that the information in your claim is accurate; and
 - (vi) indicate that you are the lawful copyright owner or are authorised to act on the owner's behalf. If you believe that someone has wrongly filed a notice of copyright infringement against you, you may send us a counter-notice in accordance with equivalent requirements. Our contact for copyright issues relating to the Hoozu Service (including, but not limited to, the notices and counter-notices) is contact@Hoozu.com. Please note that in many jurisdictions it is an offence to issue a false or misleading request or notice to take down allegedly infringing materials. Penalties and/or civil remedies may apply.

18. Availability of the Hoozu Service

- (a) To the maximum extent permitted by law, the Hoozu Service is provided on an "as is" basis without any warranties of any kind. We make no representations, warranties or guarantees of any kind regarding the availability or operation of the Hoozu Service or that the Hoozu Service will be secure, uninterrupted or free of defects, or that any particular results will be achieved from the use of the Hoozu Service.
- (b) Your access to the Hoozu Service may be suspended or restricted occasionally to allow for maintenance, repairs, upgrades, or the introduction of new facilities or services. We will always try to limit the frequency and duration of any planned disruption, but we will not be liable to you if for any reason the Hoozu Service is unavailable at any time or for any period.

19. No Reliance on Information

Although we make reasonable efforts to update the information on the Hoozu Service, we make no representations, warranties or guarantees, whether express or implied, that the content on the Hoozu Service is accurate, complete or up-to-date.

20. Links to Other Hoozu Services or the Hoozu Service

- (a) The Hoozu Service may offer links to other websites from which third party services can be obtained and which we reasonably believe to be reputable sources of such services. However, you acknowledge that these other websites are independent from us and we make no representations or warranties as to the legitimacy, accuracy or quality of such third party services, and we do not accept any responsibility for their content, safety, practices or privacy policies.
- (b) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Hoozu Service in any website or application that is not owned by you (save where expressly authorised under these Terms). The Hoozu Service must not be framed on any other website or application, nor may you create a link to any part of the Hoozu Service other than the home page (save where expressly authorised under these Terms).
- (c) The website in which you are linking must comply in all respects with the Content Standards.
- (d) We reserve the right to withdraw linking permission without notice.

21. Computer Viruses

- (a) We will use reasonable endeavours to ensure that no part of the Hoozu Service will contain or spread any viruses or other malicious code. However, we recommend that you ensure that computers and other devices used to access the Hoozu Service run up-to-date anti-virus software as a precaution, and you are advised to virus-check any materials downloaded from the Hoozu Service and regularly check for the presence of viruses and other malicious code.
- (b) We will not be liable for any loss or damage caused by a virus or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Hoozu Service or to your downloading of any content from it, or from any website linked to it.

22. Limitation of Liability - PLEASE READ THIS SECTION CAREFULLY

- (a) Nothing in these Terms excludes or limits our liability for liability that cannot be excluded or limited under applicable law.
- (b) It is a condition of accessing the Hoozu Service that you accept and agree we shall not be liable for any harmful effect that accessing the Hoozu Service may have on you or your business, and you agree that you access and use the Hoozu Service entirely at your own risk.
- (c) Without limitation to the generality of the foregoing, whether in contract, tort (including, without limitation, negligence), breach of statutory duty, or otherwise:
 - (i) we will not be liable to you for any loss or damage arising under or in connection with:
 - A. use of, or inability to use, the Hoozu Service;
 - B. use of or reliance on any content displayed on or produced via the Hoozu Service; or
 - C. the acts or omissions of any other user of the Hoozu Service;
 - (ii) we will have no liability to you for any indirect or consequential losses of any kind or for any loss of revenue, profit, business opportunity, contracts, data or goodwill (whether direct or indirect) arising out of or in connection with these Terms and/or the Hoozu Service; and
 - (iii) our total liability to you in respect of any and all loss and/or damage arising out of or in connection with these Terms and/or the Hoozu Service shall in no circumstances exceed the greater of: (1) the Hoozu Fee received by us which is directly related to your use of the Hoozu Service giving rise to your claim; and (2) AUD \$1,000.
- (d) Except as expressly set out in these Terms and to the maximum extent permitted by law, we make no representations, warranties or guarantees of any kind in respect of the Hoozu Service or any Content available through the Hoozu Service and all conditions, warranties and representations express or implied are hereby excluded to the full extent permitted by law.
- (e) If you are a Consumer under the Australian Consumer Law, nothing in these Terms is intended to remove your rights under the Australian Consumer Law, including to statutory guarantees that may apply to your use of the Hoozu Service. If we are entitled to limit the remedies available to you for breach of such guarantees, we expressly limit our liability as set out in this section to the maximum extent permitted by law. If you are a Consumer (as defined under the Australian Consumer Law) and any of the services supplied by us are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for a failure to comply with a guarantee under the Australian Consumer Law in relation to those services is limited to, at our option: (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again. In other jurisdictions, warranties, guarantees and conditions may apply that we cannot legally exclude. If that is true in your jurisdiction, then to the extent permitted by law, we limit our liability for any claims under those warranties, guarantees or conditions to either supplying you the services again or paying the cost of having the services supplied again.

23. Assignment

- (a) We may at any time assign, mortgage, charge, subcontract, sublicense or otherwise transfer any or all of our rights and obligations under these Terms.

- (b) You may not assign, mortgage, charge, subcontract, sublicense or otherwise transfer any of your rights or obligations under these Terms without our prior written consent.

24. Miscellaneous

- (a) If any provision or part of a provision of these Terms is held to be illegal, invalid, unenforceable or against public policy pursuant to a final adjudication by a court of competent jurisdiction, such provision will be deemed severed from these Terms and the remainder of these Terms will remain in full force and effect.
- (b) These Terms, and the documents referred to in them, constitute the entire agreement between you and us in relation to the subject matter of these Terms and supersede and extinguish any prior agreement in respect of the same.
- (c) Subject to clause 24(d) below, you agree that these Terms are governed by the law of the State of New South Wales, Australia and you consent to the courts of New South Wales, Australia having exclusive jurisdiction over any disputes arising in respect of or in relation to these Terms and your use of the Hoozu Service.
- (d) Nothing in clause 24(c) above shall (or shall be construed so as to) limit our right to bring a suit, action or proceeding (**Proceeding**) against you in the courts of any country in which you have assets or in any other court of competent jurisdiction nor shall Proceedings we institute in any one or more jurisdictions preclude us from instituting Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

25. Changes to These Terms

We may revise these Terms (including by way of Additional Terms or policies) at any time by written notice to you (including via email). If you continue to use the Hoozu Service following receipt of such notice, you will be deemed to have accepted our revision of these Terms.

Schedule A

Content and Communications Policy

- (a) All of your Communications through the Hoozu Service or on the Hoozu Site must comply with the following Content Standards. Communications must:
- (i) be accurate (where they state facts), be genuinely held (where they state opinions), and comply with applicable law; and
 - (ii) not contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote or contain sexually explicit material;
 - (iii) not promote or contain violence; include gang signs or symbols; promote or contain discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (iv) not infringe any copyright, trade secret/know how, database right or trademark of any other person; be likely to deceive any person;
 - (v) not be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (vi) not promote any illegal activity;
 - (vii) not be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - (viii) not be likely to harass, vilify, upset, embarrass, alarm or annoy any other person;
 - (ix) not be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
 - (x) not give the impression that they emanate from us, if this is not the case; or
 - (xi) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse,
- (b) You must comply with all relevant social media terms and guidelines.
- (c) You must comply with all relevant laws, including without limitation, privacy laws (such as, without limitation, the Privacy Act 1988 (Cth) and the GDPR), including any collection notice and other requirements.
- (d) You must comply with the spirit and the letter of the Content Standards. The Content Standards apply to each part of any Communication as well as to its whole.
- (e) You warrant that any such Communication complies with the Content Standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of such warranty. We will not be responsible, or liable to any third party, in respect of the content of any Communication.
- (f) You acknowledge that your Communications (including but not limited to any Content) may be subject to criticism and/or review by the public and as such may receive positive or negative comments and reactions, and we are not responsible for any such review or comment or any consequences relating to the same.
- (g) You acknowledge that you are responsible for your interactions with other users, and that we make no representations or warranties as to the conduct of other users and shall not be in any way liable for the conduct of any other users.
- (h) You agree to take reasonable precautions in all interactions with other users. Notwithstanding any other provision of these Terms the parties acknowledge and agree that:
- (i) any information published on the Hoozu Service (including, without limitation, Briefs) (the **Hoozu Service Information**) will be available to users of the Hoozu Service;
 - (ii) the publication of Hoozu Service Information by Hoozu will not amount to a breach of any of Hoozu's obligations under these Terms; and
 - (iii) if you disclose your confidential information to another party on or via the Hoozu Service/Hoozu and you wish to impose obligations of confidence on the other party in

relation to such information, you should enter into a separate confidentiality agreement with the other party.

- (iv) If you wish to register a complaint concerning a user of the Hoozu Service, please contact us (or, in respect of copyright infringement, pursuant to the section below).

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