

Wedding Ka Portal Content License Agreement (“License Agreement”)

Last Updated: January 6, 2016

April Broadcast Private Limited, (“**ABPL**”, “**we**”, “**us**” or “**our**”) offers an on-line marketplace where people may submit and upload at the following website: **www.weddingkaportal.com** (henceforth, “**Website**”) a variety of works, including film and video footage, music, sound effects, photographs, illustrations, animation, Flash files, templates, media project files and/or other audio, audio-visual, or visual works, whether generated optically, electronically, digitally or by any other means or in any media or other material (any and all of such works that are uploaded to the Website or otherwise submitted to us, individually and collectively, “**Content**”) so the same may be downloaded by and licensed to Members, registrants and licensees of the Website.

The Wedding Ka Portal License Agreement (“**License Agreement**”) governs the terms by which Members may download and use Content available for licensing via our Website. Please read License Agreement carefully. By clicking “I agree”, “I accept” or otherwise signifying your acceptance of this License Agreement or by downloading, copying or using any Content from the Website, you are agreeing to be legally bound by this License Agreement, which may be updated from time to time and which incorporates by this reference the Wedding Ka Portal Terms of Use (“**TOU**”).

If you are accepting this License Agreement or downloading, copying or using any Content from the Website on behalf of your employer or another Person (as defined below), you represent and warrant that you have full legal authority to bind such other Person to this License Agreement. If you do not have such authority or you do not agree with these terms, do not accept the License Agreement and do not download or copy anything offered for download from the Website or otherwise use anything downloaded or copied.

Please read this License Agreement carefully. This License Agreement limits our liability and may substantively affect your rights. We encourage you to print a copy of this License Agreement for your records.

1. Parties and Definitions

- a. This License Agreement constitutes an agreement between you (“**Licensee**”) and ABPL, operator of the Website. Licensee may not use any Content available for licensing from the Website without agreeing to the terms of this License Agreement. If Licensee does not agree to the Wedding Ka Portal Terms of Use and Privacy Statement, or any other agreements that may be incorporated by reference therein, Licensee should immediately cease use of the Website and should not continue with any license purchase.
- b. As used in this License Agreement, “**Licensed Content**” refers to any Content, downloaded by the Licensee for which Licensee has paid license fees if such are required by us, and for which the terms of this Agreement shall apply.
- c. “**Work for Distribution**” refers to any independently authored derivative work incorporating the Licensed Content created by or on behalf of Licensee under the terms of this License Agreement.

- d. **“Authorized User”** refers to any individual who has been authorized by Licensee to access Licensed Content in the creation of Works for Distribution by or on behalf of Licensee under the terms of this License Agreement.

2. Grant of License

- a. In consideration of Licensee’s acceptance of the terms of this License Agreement and payment of license fee as required, ABPL grants Licensee a non-exclusive worldwide perpetual right to use, display, modify, publish and create Works for Distribution incorporating Licensed Content in any and all media an unlimited number of times. Beyond the initial license fee, if any, Licensee need make no additional payments to ABPL for the use of Licensed Content, provided such use conforms to the terms of this License Agreement, including but not limited to the Restrictions on Use in section 3.
- b. This License Agreement is a license, not an agreement of sale. Licensee shall not acquire any copyright ownership or equivalent rights to any of the Licensed Content, and ABPL and its Licensed Content sources retain all right, title, and interest in and to all of the copyrights, trademarks, trade secrets, and all other proprietary rights in the Licensed Content. All rights in and to Licensed Content not expressly granted in this agreement are retained by ABPL or the Sellers, as the case may be.

3. Restrictions on Use

- a. Licensed Content may not be used contrary to any restriction on use indicated herein or that Licensee is notified of prior to or at the time Licensed Content is delivered. Restrictions may be included in the information provided with the Licensed Content or by notice from ABPL. Any such restriction provided to Licensee shall be incorporated in this License Agreement.
- b. Licensed Content may not be resold, sublicensed, assigned, transferred or otherwise made available to third parties except as incorporated into Works for Distribution. Licensed Content may not be distributed to third parties as a standalone file or in a way that unreasonably permits the recipient to extract the Licensed Content for use separate and apart from the Work for Distribution. Licensee will make reasonable best efforts to safeguard against unauthorized third-party access to Licensed Content.
- c. Licensee may not distribute the Licensed Content in any library or reusable template, electronic or otherwise, including but not limited to website templates, intended to allow reproduction by third parties on electronic or printed products. Licensee may not distribute Licensed Content in a manner meant to enable third parties to create derivative works incorporating Licensed Content.
- d. Licensee may not superficially modify the Licensed Content and sell it to others for consumption, reproduction or re-sale. For example, but without restriction, Licensee may not resell video content as a screensaver or desktop background, nor resell audio tracks as backgrounds, “hold” music, or ringtones, nor extract images and print them on tee-shirts or other physical products for resale.
- e. Licensee shall not incorporate the Licensed Content into a logo, trademark or service mark without explicit written permission from either ABPL or the copyright owner.

- f. Licensee shall not use the Licensed Content in a manner that violates the law of any applicable jurisdiction.
- g. Licensee shall not use the Licensed Content in a pornographic or defamatory manner, whether directly or in context or juxtaposition with other materials.
- h. If any Licensed Content featuring a model is used in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or if the depiction of the model would be unflattering or unduly controversial to a reasonable person, Licensee must accompany each such use with a statement indicating that the person is a model and their likeness is being used for illustrative purposes only.
- i. ABPL gives no representations or warranties whatsoever regarding the existence or sufficiency for a specific usage of any model or property releases associated with Licensed Content, and ABPL shall not be liable for damages resulting from use of any Licensed Content without sufficient releases. ABPL does not grant any right nor make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs or works of art or architecture depicted in any Licensed Content. Licensee acknowledges that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes without their consent. Licensee shall be solely responsible for determining whether additional clearance or release is required in connection with any proposed use of Licensed Content.
- j. Where Licensed Content is video footage, any music, dialogue or other ambient audio contained in such footage is incidental only and may require additional clearances for a given usage.
- k. Notwithstanding the foregoing, some Licensed Content may be available for certain of the restricted uses, provided a supplemental or extended license is entered into for such uses (for the avoidance of doubt, such uses are not included in this License Agreement).

4. Warranties and Limitation of Liability

- a. ABPL warrants that it has all necessary rights and authority to enter into and perform under this License Agreement.
- b. ABPL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE WEBSITE AND CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- c. ABPL disclaims any warranties: (i) regarding the security, accuracy, reliability, timeliness and performance of the Website; or (ii) that the Website and Content will be error-free or that any errors will be corrected. No advice or information, whether oral or written, obtained by you from ABPL, will create any warranty not expressly stated in these TOU. Some countries, states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.
- d. ABPL operates the Website as a venue for the licensing of Content and acts solely as a service provider providing storage of materials on its systems or networks at the direction of Members.

- e. ABPL has made reasonable efforts to ensure the correct labeling, categorization and keywording of the Licensed Content by its users; however, ABPL does not warrant the accuracy of such information.
- f. IN NO EVENT WILL ABPL, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE AND CONTENT WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ABPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT WILL ABPL'S CUMULATIVE LIABILITY TO YOU, OR ANYONE ELSE IN THIS REGARD, EXCEED INDIAN RUPEES ONE THOUSAND ONLY.

5. Indemnification

- a. Licensee assumes full responsibility for the use of the content. Licensee shall defend, indemnify and hold ABPL, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Website and Content; (ii) your violation of the License Agreement; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any claim that one of your Content caused damage to a third party, including without limitation claims that your Member Submissions are infringing.

6. Term and Termination

- a. The license contained in this License Agreement will terminate automatically without notice from ABPL if Licensee fails to comply with any provision of this License Agreement. Upon termination, Licensee must immediately: (i) stop using the Licensed Content; (ii) destroy or, upon the request of ABPL, return to ABPL the Licensed Content; and (iii) delete or remove the Licensed Content from Licensee's premises, computer systems and storage (electronic or physical).
- b. In the event ABPL notifies Licensee that the Licensed Content is subject to a threatened or actual claim, or that Licensee's use may expose ABPL or Members to any liability, Licensee will, on ABPL's request, promptly remove all affected Licensed Content from all physical and electronic storage media and take all reasonable steps to cease use of the affected Licensed Content and, where applicable, ensure its licensees do the same.
- c. Licensee may terminate this License Agreement by giving notice to ABPL and destroying the Licensed Content and any derivative works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Licensed Content for any purpose.

7. Payment

- a. All sales of Licensed Content are final and cannot be returned. Except for material defects, provided for in the Warranties and Limitation of Liability described above, there are no refunds on sales of Licensed Content. Prices, offers and products are subject to availability and may change.
- b. Licensee is responsible for paying any and all applicable sales taxes, use taxes, value added taxes, customs and duties imposed by any jurisdiction as a result of the license granted or of the use of the Licensed Content, pursuant to this License Agreement, in addition to the price paid to ABPL.
- c. If the Licensed Content is music or a sound effect, then nothing herein shall be deemed a waiver of any performing rights fees. Licensee shall submit, and will instruct any third party acquiring rights to the Works for Distribution, to submit cue sheets to the relevant performing rights society and to ABPL.

8. Miscellaneous Provisions

- a. Credit. In works incorporating the Licensed Content where crediting is customary, or where other such credits are provided, ABPL requests a credit line that reads "Stock footage provided by [Artist Name] / weddingkaportal.com"
- b. The parties to this License Agreement are independent contractors, and nothing in this License Agreement shall create a joint venture, partnership, employment relationship, franchise relationship or taxable entity between the parties.
- c. Upon reasonable notice, ABPL reserves the right to inspect any records relating to the use of any of the Licensed Content to ensure that the Licensed Content is being used in accordance with this License Agreement. Upon ABPL's request therefore, Licensee shall provide a copy of all uses of the Licensed Content.
- d. This License Agreement embodies the parties' entire agreement and supersedes and cancels any prior agreement, express or implied, written or oral, with respect to its subject matter. No modification, deletion, amendment of any provision is binding unless in writing signed by each party's authorized representative.
- e. No waiver of any default under this License Agreement will apply to any subsequent default, whether of a similar nature or not, nor will any such waiver be construed as a waiver of any other provision of this License Agreement.
- f. If any provision, or portion thereof, of this License Agreement, or its application to any person or circumstance, shall be invalid, illegal or unenforceable to any extent, the remainder of this License Agreement, such provision and their application shall not be affected thereby, but shall be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and shall otherwise be enforceable to the fullest extent permitted by law.
- g. Whenever the singular number is used in this License Agreement and when required by the context, the same shall include the plural and vice versa, and the neuter gender shall include the feminine and masculine genders and vice versa. The headings in this License Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this License Agreement or any of its provisions.
- h. This License Agreement and the relationship between Licensee and ABPL will be governed by the laws of the Republic of India without regard to its conflict of law provisions. Licensee and ABPL agree to submit to the personal and exclusive jurisdiction of the courts located in Mumbai, India

- i. All of the covenants, terms, provisions and agreements contained in this License Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this License Agreement, their respective heirs, legal representatives, successors and assigns. This License Agreement may be assigned by either party to another party upon prior written notice so long as such party agrees to be bound by its terms.
- j. Except as otherwise set forth herein, any notice required or permitted to be given under this License Agreement shall be in writing, delivered by hand, nationally recognized overnight courier service, email or registered or certified mail, addressed to ABPL at: April Broadcast Pvt Ltd., 236-237 Mastermind 1, Royal Palms, Aarey Colony, Goregaon East, Mumbai 400065, India, email: info@weddingkaportal.com.

9. Acknowledgement

- a. By clicking "I Agree" or otherwise signifying acceptance, Licensee accepts this License Agreement either for itself or on behalf of its employer, principal or the entity that is identified as the Member, and agrees to be bound by its provisions. If Licensee is accepting on behalf of its employer, principal or the entity that is the Member, Licensee represents and warrants it has full legal authority to bind its employer, principal or such other entity.
- b. Licensee represents that, if an individual, he or she is at least 18 years of age and has the full right and authority to enter into this License Agreement. Licensee represents that information provided to ABPL is accurate and true, including, without limitation, all credit card or other payment information, and Licensee agrees to update such information as necessary.
- c. Licensee acknowledges it has read this License Agreement, understands it, and has had an opportunity to seek independent legal advice prior to agreeing to it. In consideration of ABPL agreeing to provide the content, Licensee agrees to be bound by the terms and conditions of this License Agreement. Additionally, Licensee acknowledges and agrees that it has reviewed the Wedding Ka Portal Terms of Use and Wedding Ka Portal Privacy Statement and any other agreements which may be incorporated by reference therein, or to the extent of their incorporation in this License Agreement, Licensee agrees to be bound by them.