



Terms & Conditions: Pre-Created Videos

- **Market Recaps**
- **Pre-Created Content Videos**

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Terms of Service - Inyoni Bay Media License Agreement(s)
Pre-Created Content Videos

The following is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "Customer") and Inyoni Bay C.I.C. (Inyoni Bay Media), Colmore Plaza, 20 Colmore Circus, Queensway, Birmingham, United Kingdom, B4 6AT. By entering into this agreement, you verify that your country of residence is the same as your billing address.

"Footage" means any moving images, animations, films, videos or other audio/Footage representations, excluding still images, recorded in any format that are available for license from the Inyoni Bay Media website.

"Footage Content" shall refer collectively to Images and Footage.

The following Terms of Service ("TOS") constitutes an agreement between Customer and Inyoni Bay Media setting forth the rights and obligations with respect to any Footage Content licensed by you. By agreeing to the TOS, you agree that these terms control your rights and obligations with respect to all Footage Content licenses set forth herein, notwithstanding the subscription or license you may be purchasing today. Please revisit these TOS when you purchase any Footage Content.

THIS IS A SINGLE SEAT LICENSE AUTHORIZING ONE NATURAL PERSON TO LICENSE, DOWNLOAD AND USE FOOTAGE CONTENT ON BEHALF OF AN ORGANISATION.

Part I Footage Content Licenses

1. Image Licenses
2. Footage Licenses
3. Restrictions on Use of Footage Content

Part II Warranties and Representations

Part III Indemnification and Liability

Part IV Additional Terms

PART I FOOTAGE CONTENT LICENSES

Inyoni Bay Media hereby grants you a limited, non-exclusive, non-transferable right to use, and publish Footage Content worldwide, for the duration of your agreed licence, as expressly permitted by the applicable license and subject to the limitations set forth herein:

1. FOOTAGE LICENSES

1. A FOOTAGE USE LICENSE grants you the right to use Footage:
 1. within an email communication
 2. on websites.
 3. in Social media.

2. RESTRICTIONS ON USE OF FOOTAGE CONTENT

YOU MAY NOT:

1. Use Footage Content other than as expressly provided by the license you purchased with respect to such Footage Content.
2. Portray any person depicted in Footage Content (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) in a political context, such as the promotion, advertisement or endorsement of any party, candidate, or elected official, or in connection with any political policy or viewpoint; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.
3. Use any Footage Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.
4. Use Footage Content designated "Editorial Use Only" for commercial purposes.
5. Resell, redistribute, provide access to, share or transfer any Footage Content except as specifically provided herein. For example and not by way of limitation, the foregoing prohibits displaying Content as, or as part of, a "gallery" of content through which third parties may search and select from such content.
6. Use Footage Content in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.
7. Use any Footage Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof.

8. Use "stills" derived from Footage except solely in connection with the in-context marketing, promotion, and advertising of your derivative works incorporating Footage.
9. Falsely represent, expressly or by way of reasonable implication, that any Footage Content was created by you or a person other than the copyright holder(s) of that Footage Content.

If you require any of the foregoing rights, please contact Customer Service.

CREDIT AND COPYRIGHT NOTICES

1. The use of Footage Content in an "editorial" context, shall be accompanied by an adjacent credit to the Inyoni Bay Media contributor and to Inyoni Bay Media in substantially the following form:

"ID of Artist/Inyoni Bay Media.com"

1. If and where commercially reasonable, the use of Footage Content in a Production shall be accompanied by a credit to Inyoni Bay Media in substantially the following form:

"Image(s) or Footage (as applicable), used under license from Inyoni Bay Media.com"

1. Credit attributions are not required in connection with any other use of Images unless another stock content provided is afforded credit in connection with the same use.
2. In all cases the credit and attribution shall be of such size, color and prominence so as to be clearly and easily readable by the unaided eye.

PART II WARRANTIES AND REPRESENTATIONS

1. Inyoni Bay Media warrants and represents that:
 1. Inyoni Bay Media's contributors have granted Inyoni Bay Media all necessary rights in and to the Footage Content to grant the rights set forth in Part 1 as applicable.
 2. Footage Content in its original unaltered form and used in full compliance with these TOS and applicable law, will not: i) infringe any copyright, trademark or other intellectual property right; ii) violate any third parties' rights of privacy or publicity; iii) violate any US law, statute, ordinance, or regulation; or iv) be defamatory, libelous, pornographic or obscene.
2. While Inyoni Bay Media makes commercially reasonable efforts to ensure the accuracy of keywords and descriptions, as well as the integrity of Footage Content designated

"Editorial Use Only", Inyoni Bay MEDIA MAKES NO WARRANTIES AND/OR REPRESENTATIONS REGARDING ANY: I) KEYWORD, TITLES OR DESCRIPTIONS; II) AUDIO IN FOOTAGE; OR III) FOOTAGE CONTENT DESIGNATED "EDITORIAL USE ONLY". For the sake of clarity, Inyoni Bay Media will not indemnify or have any liability in respect of any claims arising from inaccurate keyword, titles or descriptions, any audio in Footage, or the use of Footage Content designated Editorial Use Only.

3. Inyoni Bay MEDIA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS "WARRANTIES AND REPRESENTATIONS" SECTION.

PART III Indemnification and Liability:

1. Subject to the terms hereof, and provided that you have not breached the terms of this or any other agreement with Inyoni Bay Media, Inyoni Bay Media will defend, indemnify, and hold you harmless up to the applicable "Limit of Liability" set forth below. Such indemnification is solely limited to Customer's direct damages arising from a third-party claim directly attributable to Inyoni Bay Media's breach of the express warranties and representations made in Part II hereof, together with associated expenses (including reasonable legal fees). Indemnification is conditioned upon you notifying Inyoni Bay Media, in writing, of any such claim or threatened claim, no later than five (5) business days from the date you know or reasonably should have known of the claim or threatened claim. Such notification must include all details of the claim then known to you (e.g., the use of Footage Content at issue, the name and contact information of the person and/or entity making the claim, copies of any correspondence received and/or sent in connection with the claim). The notification must be emailed to Inyoni Bay Media or mailed to Inyoni Bay Media Ltd, Colmore Plaza, 20 Colmore Circus, Queensway, Birmingham, United Kingdom, B4 6AT. Inyoni Bay Media shall have the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. You agree to cooperate with Inyoni Bay Media in the defense of any such claim and shall have the right to participate in any litigation at your own expense. You agree that Inyoni Bay Media is not liable for any legal fees and/or other costs incurred by you or on your behalf prior to Inyoni Bay Media having a reasonable opportunity to analyze such claim's validity.
2. Inyoni Bay Media shall not be liable for any damages, costs or losses arising as a result of modifications made to the Footage Content or due to the context in which the Footage Content is used by you.

3. Limits of Liability: Inyoni Bay Media's total maximum aggregate obligation and liability (the "Limit of Liability") arising out of each of Customer's:
 1. Footage Use Licenses shall be £10,000.
4. You will indemnify and hold Inyoni Bay Media, its officers, employees, shareholders, directors, managers, members and suppliers, harmless against any damages or liability of any kind arising from any use of the Footage Content other than the uses expressly permitted by these TOS. You further agree to indemnify Inyoni Bay Media for all costs and expenses that Inyoni Bay Media incurs in the event that you breach any of the terms of this or any other agreement with Inyoni Bay Media.

PART IV ADDITIONAL TERMS

1. Except when required by law, Inyoni Bay Media shall be under no obligation to issue refunds under any circumstances. In the event that Inyoni Bay Media determines that you are entitled to a refund of all or part of the fees you paid, such refund shall be made using the payment method originally used by you to make your purchase. If you reside in the European Union and you cancel your account within seven (7) days of making payment to Inyoni Bay Media, provided that you have not yet licensed any Footage Content, Inyoni Bay Media, will refund the payment made by you in connection with such cancelled account.
2. "Non-transferable" as used herein means that except as specifically provided in these TOS, you may not sell, rent, load, give, sublicense, or otherwise transfer to anyone, Footage Content or the right to use Footage Content. You may however, make a one-time transfer of Footage Content to a third party for the sole purpose of causing such third party to incorporating Footage Content subject to the terms and conditions herein. If you become aware that any Social Media Website uses any Footage Content in a manner that exceeds your license hereunder, you agree to remove all derivative works incorporating Footage Content from such Social Media Site, and to promptly notify Inyoni Bay Media of each such Social Media Website's use. You agree to take all commercially reasonable steps to prevent third parties from duplicating any Footage Content. If you become aware of any unauthorized duplication of any Footage Content please notify us via email.
3. If you use any Footage Content as part of work product created for or delivered to a client or customer, you will disclose the identities of such clients or customers to Inyoni Bay Media, upon Inyoni Bay Media's reasonable request.

4. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of arbitration shall be the United Kingdom. The language of the arbitration shall be English. There shall be one arbitrator. Each party shall bear its own costs in the arbitration. Inyoni Bay Media shall also have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Inyoni Bay Media, such action is necessary or desirable.
5. These TOS shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. These TOS are governed by and shall be construed in accordance with the laws of the United Kingdom, without respect to its conflict of laws principles.
6. If you are entering into these TOS on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Inyoni Bay Media for any breaches of the terms of these TOS. You hereby grant Inyoni Bay Media a worldwide, non-exclusive, limited license to use your trademarks in Inyoni Bay Media's promotional materials, including a public customer list. Inyoni Bay Media's use of your trademarks shall at all times conform to your then-current trademark use policies as made available to Inyoni Bay Media and shall at all times inure to your benefit. Inyoni Bay Media further agrees that it will use commercially reasonable efforts to terminate any particular use of your trademark no later than thirty (30) days from the date of acknowledged receipt by Inyoni Bay Media of your email request to Inyoni Bay Media.
7. The number of Footage Content downloads available to you is determined by the product you purchase. For the purposes of these TOS, a day is defined as the twenty four (24) hour period beginning at the time your product is purchased. A month is defined as a calendar month beginning on and including the date that you purchase your product and ending on that date which is the earlier of (i) the same date as your purchase in the following month or (ii) the last day of the following month. By way of example, if you purchase a monthly subscription on March 5, it will renew on April 5. If you purchase a monthly subscription on August 31, your Subscription will renew on September 30.

8. Unless otherwise specified in the coupon or discount code applied to a purchase of any automatically renewing, installment payment or recurring subscription product shall apply only to the first installment thereof.
9. If any individual term of these TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the TOS, so that these TOS shall otherwise remain in full force and effect.
10. **It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.**
11. **In the event that you breach any of the terms of this or any other agreement with Inyoni Bay Media, Inyoni Bay Media shall have the right to terminate your account without further notice, in addition to Inyoni Bay Media's other rights at law and/or equity. Inyoni Bay Media shall be under no obligation to refund any fees paid by you in the event that your account is terminated by reason of a breach.**
12. **Except as expressly set forth herein, Inyoni Bay Media grants no rights and makes no warranties, with regard to the use of personally identifiable information that may be visible in the Footage Content, music or other audio in footage, trademarks, trade dress or copyrighted designs or works of art or architecture depicted in any Footage Content. Inyoni Bay Media only has model or property releases where expressly indicated on the Inyoni Bay Media website.**
13. **Inyoni Bay Media's liability under any individual license purchased hereunder shall not exceed the "Limit of Liability" applicable to the license in effect at the time customer knows or should have known of the claim, and is without regard to the number of times the subject Footage Content is licensed or used by you.**
14. **Except as specifically provided in Part III hereof, in no event, will Inyoni Bay Media's total aggregate liability to you or any third party claiming through you, arising out of or in connection with your use of or inability to use the Inyoni Bay Media websites and/or Footage Content contained thereon (whether in contract, tort or otherwise) exceed the monetary amount actually received by Inyoni Bay Media from you for the applicable Footage Content license.**
15. **Neither Inyoni Bay Media nor any of its officers, employees, managers, members, shareholders, directors or suppliers shall be liable to you or to any other person**

or entity for any general, punitive, special, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of your use of the Footage Content, Inyoni Bay Media's breach of this agreement, or otherwise, unless expressly provided for herein, even if Inyoni Bay Media has been advised of the possibility of such damages, costs or losses.

16. Except as expressly set forth in Part II, all Footage Content is provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of non-infringement, merchantability, or fitness for a particular purpose. Some Footage Content may contain elements that require additional clearance if the Footage Content is modified or used in a particular context. If you make such modification or use Footage Content in such context, you are solely responsible for obtaining any additional clearances thereby required.
17. Inyoni Bay Media does not warrant that the Footage Content, Inyoni Bay Media websites, or other materials will meet your requirements or that use will be uninterrupted or error free. The entire risk as to the quality, performance and use of the Footage Content is solely with you.
18. In the event that you use fraudulent credit card information to open an account or otherwise engage in any criminal activity affecting Inyoni Bay Media, Inyoni Bay Media will promptly file a complaint with the Metropolitan Police Fraud division.

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