

JUICEBOX TERMS AND CONDITIONS

Welcome to JUICEBOX, JUICE's digital asset management solution. JuiceBox is your platform and dashboard for digital component ingestion and tracking, metadata management and output, rights management, sales data dashboard, and provides an interactive help and support resource center with built in ticketing system.

By accessing and using JuiceBox, you accept the following terms and conditions, without limitation or qualification. It is important that you read the following terms and conditions of use (the “TAC”) relating to the operation and use of JuiceBox.

These TAC govern all use by you and all entities on whose behalf you may act, with respect to (A) JuiceBox, (B) the JUICE services provided through JuiceBox, and (C) the messages, information, data, text, software (as defined in Section 5 below), images, or other content made available to you via JuiceBox.

These TAC exempts JUICE and others from liability and/or limits their liability and contains other important provisions that you must read and accept before using JuiceBox. JuiceBox is provided by JUICE solely for the limited purposes identified in these TAC and their use by you is conditional on your acceptance of these TAC.

1. YOUR ACCESS TO JUICEBOX AND CHANGES TO THESE TAC

By visiting, using and/or accessing JuiceBox, you agree on your own behalf, and on behalf of any entity on whose behalf you may act, to accept and abide by these TAC for each use of and each visit to JuiceBox. If you do not agree to abide by these TAC, do not use JuiceBox.

JUICE may at any time revise these TAC. JUICE urges you to review these TAC each time that you access JuiceBox to ascertain, by checking the date of the “**Last Update**” at the top of this document, which changes, if any, have been made to these TAC. Changes will be effective when notice of such change is posted on JuiceBox. If any term, condition or any change to these TAC is not acceptable to you, you should discontinue your use of JuiceBox. Your continued use of any part of JuiceBox after any such changes are posted will constitute acceptance of such changes.

2. PRICING

Your use is subject to the terms and conditions outlined in your Service Purchase Agreement, which includes, but is not limited to, the following: “Service Agreement”, “License and Distribution Agreement – Film and TV”, “Digital Video Distribution Agreement – Films and TV” and/or “SVOD License Agreement”. Any sales or financial information provided through JuiceBox is an estimate only based on data made available to JUICE at the time. This information is subject to change based on final affiliate reporting. Your final payment information may differ from the sales information displayed on JuiceBox and is subject to change including but not limited to the following: partner and/or Juice revenue share deductions, recoupments, exchange rate fluctuations, any applicable taxes, duties, excises, bank processing and administrative charges, shipping fees, Electronic Funds Transfer (EFT) fees, payment cancellation fees and/or timing of receipt of actual funds from the platforms.

3. LIMITED LICENSE

You are granted a limited and personal, non-exclusive, non-transferable, non-sub-licensable, revocable, license to use JuiceBox, solely for your own personal or internal company use, including for (i) informational purposes, and (ii) the purposes identified in the description and/or specific terms and conditions of use. You are expressly prohibited from allowing any third party from viewing or accessing JuiceBox without the prior written consent of JUICE. Nothing contained in this site shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of JUICE or any third party. This site and the content provided in this site, including, but not limited to, graphic images, audio, video, html code, buttons, and text, may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the prior written consent of JUICE.

(c) ***General.*** Unless otherwise authorized by JUICE, you may not modify JuiceBox and you must comply with all instructions for display or use associated therewith. No other use is permitted. All rights not expressly granted by these TAC are reserved, as applicable, to JUICE.

4. RESTRICTIONS ON USE

Unless otherwise authorized by JUICE, you may not:

- (a) resell JuiceBox, or any aspect or component of thereof;
- (b) include JuiceBox, or any aspect or component of thereof in or with any product that you create or distribute;
- (c) copy JuiceBox, or any aspect or component of thereof, onto your own or any other website;
- (d) allow any other third party access to JuiceBox;
- (e) use JuiceBox in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse JuiceBox, system resources, accounts, servers, networks, or affiliated or linked sites connected to or accessible through JuiceBox (including, without limitation, uploading, posting or otherwise transmitting on JuiceBox computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on JuiceBox's infrastructure, or using any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from JuiceBox in whole or in part);
- (f) use JuiceBox in a manner that infringes upon the legal rights of any other person (including, without limitation, privacy and personality rights, copyright, moral rights, and other intellectual property rights);
- (g) use JuiceBox, or any aspect or component of thereof, in any data matching or data mining, including, without limitation, the collection or use of information about other users of JuiceBox (including, without limitation, their email addresses) without their consent;
- (h) use JuiceBox in any manner that is unlawful (including, without limitation, by accessing a JuiceBox from any location where such access may be illegal or prohibited), unethical, indecent, offensive, defamatory, derogatory, fraudulent, deceptive, harmful, abusive, threatening, vulgar, profane, pornographic, obscene, sexually explicit, sexist, racist, hateful, offensive, harassing,

invasive of the privacy rights of others (including, without limitation, the posting of any materials that depict, encourage, indicate, advocate or tend to incite any such conduct), or is otherwise objectionable or which does not respect the legal rights and interests of others, and you agree that you shall comply with all applicable laws including, without limitation, all federal, provincial, municipal or local statutes, regulations, by-laws, guidelines, policies, rules, codes of conduct and standards of applicable governmental authorities and industry or self-regulatory bodies;

(i) post any materials to JuiceBox which would violate any of the restrictions set out in these TAC;

(j) other than pursuant to the description and/or specific terms of use for the JuiceBox, use JuiceBox for commercial purposes or activities, including, without limitation:

(i) unless expressly permitted by the JUICE terms and conditions, soliciting for advertisers or sponsors; or

(ii) displaying advertising or sponsorship banners, including, without limitation, those generated by banner or link exchange services.

5. INTELLECTUAL PROPERTY

JuiceBox and all necessary software used in connection therewith (the “**Software**”) are owned and operated by JUICE and its licensors. Unless expressly provided otherwise, all intellectual property rights in JuiceBox as well as the underlying HTML, text, audio clips, video clips, software, concepts, methodologies, processes and other content that is made available to you on JuiceBox is owned or licensed by JUICE. Except as expressly authorized by JUICE, you agree not to modify, rent, lease, loan, sell, copy, distribute or create derivative works based on, in whole or in part. JuiceBox and the Software contain proprietary and confidential information and are protected by Canadian and international intellectual property and other laws, including, without limitation, copyright and trademark laws. Certain names, graphics, logos, icons, designs, words, titles or phrases on JuiceBox may constitute trademarks, trade names or products of JUICE or other entities and be protected in Canada and internationally and their display on the JuiceBox does not convey or create any license or other rights in these trademarks, trade names or products. No use of the foregoing trademarks, trade names or products may be made without the prior written authorization of JUICE. The display of the foregoing trade-marks, trade names, trade dress and associated products and services on JuiceBox does not convey or create any license or other rights in the foregoing trademarks or trade names. Any unauthorized use of them is strictly prohibited.

6. THIRD PARTY AGREEMENTS

Certain software, or portions thereof, included in the Software are subject to the terms and conditions of open source license agreements and other third party agreements (collectively, “**Third Party Agreements**”) which contain terms that may expand (or restrict) your and/or third parties' rights to use certain portions of the Software (collectively, “**Third Party Software**”). The Third Party Agreements may permit you and/or third parties to copy, modify, redistribute and have access to the source code of the Third Party Software portions of the Software. Notwithstanding anything in this Agreement, to the extent the terms and conditions of the Third Party Agreement are inconsistent with or contradictory to the terms and conditions of this Agreement, then the terms and conditions of the Third Party Agreements shall prevail and control, only insofar as they apply to any Third Party Software included within the Software. Nothing in this section shall permit you or any third party to use any JUICE trademark in connection with exercising the rights granted under the Third Party Agreements.

Confidential Information: "**Confidential Information**" means all nonpublic information disclosed by JUICE and its officers, employees, contractors, affiliates, and any agents (such entities collectively, the "**Disclosing Party**") to You, your officers, employees, contractors, affiliates or agents (collectively, the "**Receiving Party**"). Confidential Information includes, without limitation (i) JUICE software's user interface, workflows, data fields, (ii) all training, educational, and professional services documents (iii) information on Company's trade and business contacts, whether publicly available or not if received from Company, (iv) nonpublic information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing activities, finances, contracts and other business affairs, (v) third-party information that the Disclosing Party is obligated to keep confidential, and (vi) the nature and content of any discussions or negotiations between the parties and any written or oral contracts, memo's, emails, or other communications that memorialize such negotiations and business dealings.

7. EXCLUSIONS

Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.

8. USE OF CONFIDENTIAL INFORMATION

The Receiving Party may use Confidential Information only in pursuance of its business relationship with the Disclosing Party and all other use is expressly prohibited, including but not limited to developing products or services based upon the Confidential Information unless such use falls under an exemption herein. Except as expressly provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written or emailed consent. The Receiving Party will make reasonable best efforts to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party will not export any Confidential Information in any manner contrary to the export regulations of Canada.

9. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, Receiving Party will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the other party in any manner (including without limitation, reference to the other party as a client, customer or supplier in any press release, advertisement or other promotional material) without prior written authorization of such use by the other party (which authorization, in the case of Disclosing Party, must be issued by a person having the rank of Vice President (or higher) of JUICE or its applicable Affiliate).

10. NOTICE OF UNAUTHORIZED USE

The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

11. RETURN OF CONFIDENTIAL INFORMATION

The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

12. REMEDIES

The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

You acknowledge and expressly stipulate to the fact that ascertaining the amount of damages from a breach of this agreement by JUICE is difficult if not impossible, and therefore You agree to set a liquidated damages amount of One Thousand Dollars (\$1,000) for all instances of breach by JUICE hereunder. This remedy shall be non-exclusive and all other remedies may still be sought.

13. LIMITATION OF LIABILITY

JUICE and its subsidiaries, affiliates, suppliers, licensors, and their respective representatives, employees, directors, officers, partners, consultants and agents are not liable for any damages whatsoever, including, without limitation, direct, indirect, incidental, special, consequential, economic, exemplary or punitive damages (even if JUICE has been advised of the possibility of such damages), howsoever caused and whether based on breach of contract, breach of warranty, tort (including, without limitation, negligence) or otherwise, arising out of or in connection with (A) the use of, inability to use, or any modification, suspension or discontinuance of, JuiceBox or any JUICE service, product or content, (B) any unauthorized access, computer viruses, "Worms", "Trojan Horses", other limiting or disabling codes, designs, or routines, or other items or forces of an intrusive, disruptive or destructive nature, (C) unauthorized access to or alteration of any information or content provided to you or submitted by you or (D) any other matter relating to JuiceBox or any JUICE service, products or content.

You agree to indemnify and hold JUICE, its officers, directors, employees, agents, shareholders, affiliates, licensors, suppliers, and any third party distributors and system integrators harmless from and against any and all damages, losses, costs including attorney fees and expenses resulting from any violation by you of this Agreement or asserted by any third party due to or arising out of your use of or conduct with respect to JuiceBox.

14. DISCLAIMER OF WARRANTIES

JUICE expressly disclaims all representations, warranties and conditions of any kind, whether express or implied, by operation of law or otherwise, including, without limitation, non-infringement, the implied warranties of merchantability and fitness for a particular purpose and any implied representations or warranties arising out of a course of performance, course of dealing or usage of trade and any representations, warranties or conditions that (A) JuiceBox or any products or any content will meet your requirements or will be compatible with your computer or related equipment or software, (B) or that JuiceBox or any of its related products and/or services are accurate, reliable, authentic, current, or complete or that they will meet your expectations, (C) JuiceBox will continue to operate, operate without interruptions or be error-free, or (D) any errors in JuiceBox will be corrected. You expressly understand and agree that you access and use JuiceBox on an “as is” and “as available” basis without warranty or assurance of any kind. No advice or information, whether oral or written, obtained by you from JUICE or through or from JuiceBox shall create any representation or warranty not expressly stated in these TAC.

15. TERMINATION

JUICE, in its sole discretion and at any time may terminate your password, account or your use of, or access to, JuiceBox, or remove and discard any content (including, without limitation, any content submitted by you), for any reason including, without limitation, if JUICE believes that you have violated or acted inconsistently with the letter or spirit of these TAC or any applicable service terms for JuiceBox. JUICE may also, in its sole discretion and at any time, discontinue providing JuiceBox, or any part thereof, with or without notice. Any termination of your access to JuiceBox, your password, or your account under any provision of these TAC or such service terms may be carried out without prior notice and JUICE may immediately deactivate or delete your account and all related information and files in your account and bar any further access to JuiceBox. JUICE shall not be liable to you or any third-party for any termination of your access to JuiceBox.

16. GOVERNING LAW

JuiceBox is controlled by JUICE from offices within the Province of Ontario, Canada. By using JuiceBox, you agree that all matters relating to the access to, or use (whether direct or indirect) of, JuiceBox shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Both JUICE and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the City of Toronto, Province of Ontario with respect to any matter arising hereunder or related hereto. The foregoing shall not limit the ability of JUICE to seek injunctions and remedies in other jurisdictions that are required to stop continuing breaches of these TAC or any other JUICE service terms by you. JUICE makes no representation that the materials on JuiceBox appropriate or available for use in other locations, and your access of JuiceBox from territories where their contents are illegal is prohibited. Those who choose to access JuiceBox from other locations do so on their own initiative and are responsible for compliance with all applicable laws (including all local laws).

17. GENERAL

These TAC, the JUICE statement explaining JUICE’s privacy policies and practices and is incorporated herein by reference, and the specific service terms and conditions of JuiceBox, if any, constitute the entire agreement between you and JUICE and govern your use of JuiceBox supersede all other agreements and understandings. The headings preceding the text, articles and sections hereof have been inserted for convenience of reference only and shall not be construed to

affect the meaning, construction or effect of these TAC. If any provision of these TAC is found by a court of competent jurisdiction to be invalid, you and JUICE nevertheless agree that the court should endeavor to give effect to our intentions as reflected in these TAC, and, in any event, the other provisions of these TAC shall remain in full force and effect. No single or partial exercise or failure by JUICE to exercise, and no delay in exercising, any right under these TAC shall operate as a waiver of such right. You agree that regardless of any applicable law to the contrary, any claim or cause of action arising out of or related to use of JuiceBox or these TAC must be filed within three months.

If you have questions about these TAC for JuiceBox, please email JUICE at info@juiceworldwide.com

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