Terms of Use

This site and the services available in connection with this site (the "Service") are made available to you by Vuclip, doing business as Viu ("viu," "we" or "us"), subject to these terms and conditions and the Vuclip Privacy Policy (collectively, the "Terms"). Your continued use of the Service constitutes your agreement to the Terms, which may be updated by us from time to time without notice to you. You can review the most current version of the Terms at any time at and Vuclip reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service or any portion thereof with or without notice to you or any third party. The Service is not intended for and is not designed to attract children under 13 years of age.

Registration and User Data

We may require you to register or otherwise provide information about yourself or your company in order to use the Service or certain of its functionalities. You agree to: (a) provide true, accurate, current and complete information about yourself or your company ("User Data") as prompted by the Service; and (b) maintain and promptly update any User Data provided during registration, if applicable, to keep it accurate and current. You consent and agree that Vuclip may access, preserve and disclose your User Data if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Terms; (iii) respond to claims that any description violates the rights of third parties; (iv) to provide the Service to you and to respond to your requests for customer service; or (v) protect the rights, property or personal safety of Vuclip, its users and the public.

Submission of description

We may provide the means for you to submit information, data, text, software, sound, photographs, graphics, video, messages, tags or other materials ("description") to the Vuclip Service. You are solely responsible for any description that you submit and the consequences of submitting it. You agree not to submit any description to Vuclip unless you have received all necessary rights and authorizations to submit such description, and by submitting said description, you affirm you have all such rights and authorizations. Vuclip may, in its sole discretion but without any obligation to search for such, remove description that is alleged to have been submitted in violation of this provision. In addition, Vuclip may require additional evidence of compliance with this provision from users who are alleged to have submitted description in violation of this Agreement. Vuclip will, in its sole discretion, terminate the accounts of, and refuse service to, any user who repeatedly or knowingly violates this Agreement.

Use of description

You understand that all description available in connection with the Service are the sole responsibility of the person from whom such description originated. Vuclip does not control or monitor the description available in connection with the Service and, as such, does not guarantee the accuracy, integrity or quality of such description. You

understand that by using the Service, you may be exposed to description that is offensive, indecent or objectionable. Under no circumstances will Vuclip be liable to you or any third party in any way for any description, including, but not limited to, description that is offensive, indecent or objectionable, any errors or omissions in any description, or any loss or damage of any kind incurred as a result of the use of any description made available via the Service. You acknowledge and agree that the Service is provided to you solely as a streaming or "download to view only" service. You agree not to retain any copy of the description provided via the Service after viewing it, even if your device is capable of retaining description in its internal or removable memory. We may, from time to time, restrict download/storage of a particular content in accordance with the licensing terms and requirements imposed by the content providers (as applicable) without notice to you. In this respect, you will only be allowed to download and store the Korean content for a maximum period of 7 days only. You acknowledge that Vuclip may or may not pre-screen or monitor description, but that Vuclip and its designees shall have the right (but not the obligation) in their sole discretion to prescreen, monitor, refuse, disable access to or remove, any description that is available via the Service.

Restrictions

Except as expressly provided otherwise by Vuclip, the Service is for your personal and noncommercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, reverse engineer, transfer or sell for any commercial purposes any portion of the Service, use of the Service or access to the Service. You agree to not use the Service to transmit or otherwise make available: (a) any description that is unlawful, harmful, threatening. abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable or in violation of the rights of another person; (b) any description that you do not have a right to make available under any law (including intellectual property laws) or under contractual or fiduciary relationships; (c) any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes". or any other form of solicitation; or (d) any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. You further agree not to: (i) interfere with or disrupt the Service or servers or networks connected to the Service in any manner, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (ii) use the Service to intentionally or unintentionally violate any applicable local, state, national or international law (including but not limited to export control laws); (iii) use the Service to harm minors in any way; or (iv) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity. You agree not to access the Service: (x) by any means other than through the interface that is provided by Vuclip for use in accessing the Service; (y) through any automated means (including the use of any script, web crawler, robot, spider or scraper); or (z) by forging or manipulating identifiers in order to disguise the origin of any access to the Service. Recognizing the global nature of the Internet,

you agree to comply with all local rules regarding online conduct and acceptable description.

Advertising and Linking

Your correspondence or business dealings and communications with, or participation in promotions of, advertisers or other third parties found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely your responsibility and at your own risk. You acknowledge and agree that Vuclip is not responsible for, and does not endorse, description, advertising, products or other materials on or available from, external sites or resources accessible via the Service.

Use of Provided Communications Methods

You agree to use communication methods available on the Service (if any) only to send communications and materials related to the subject matter for which Vuclip provided the communication method and only subject to these Terms. You agree that (a) all communication methods constitute public means of communication between you and the other party or parties, and (b) communications are not pre-reviewed, post-reviewed, screened, archived or otherwise monitored by Vuclip in any manner, though Vuclip reserves the right to do so at any time at its sole discretion in accordance with the Terms.

Proprietary Rights

You acknowledge and agree that the Service, any necessary software used in connection with the Service ("Software") and any description available on the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You acknowledge and agree that the Service is provided to you solely as a description streaming or "download to view only" service. You agree not to retain any copy of the description provided via the Service after viewing it, even if your device is capable of retaining description in its internal or removable memory. Vuclip grants you a personal, non-transferable and non-exclusive license to access and use the Service on a single device solely as contemplated in these Terms, provided that you do not reverse engineer or otherwise attempt to discover any source code of the Service. The term Vuclip, the stylized Vuclip logo and "bug" and any other Vuclip product and service names are the exclusive trademarks of, and are owned by, Vuclip, and you may not use or display such trademarks in any manner without Vuclip's prior written consent. Any third party trademarks or service marks displayed on the Service are the property of their respective owners. If you provide comments, suggestions or feedback about, or in connection with, the Service to Vuclip or its site, you hereby grant to Vuclip a perpetual, irrevocable, non-exclusive, fully-paidup license to use, reproduce, modify, create derivative works of, make, have made, sell, offer for sale, distribute, import and otherwise exploit such suggestions or feedback in connection with the products, services and business of Vuclip, including the right to sub-license any of the foregoing rights to others.

Liability Disclaimer and Indemnity

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND description AVAILABLE ON THE SERVICE ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY, VUCLIP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND description, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY. FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. VULCIP AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS OR THE description WILL BE VIEWABLE TO YOU: (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT ERRORS WILL BE CORRECTED; OR (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. IN NO EVENT SHALL VUCLIP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICE OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, THIRD PARTY DEALINGS, OR DESCRIPTION OBTAINED OR ACCESSED THROUGH THE SERVICE, WHETHER BASED ON CONTRACT. TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF VULCIP HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE ABOVE LIMITATION MAY NOT APPLY TO YOU.YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CANCELLATION, WITHDRAWAL, TERMINATION OR SUSPENSION OF YOUR ACCESS AND/OR USE OF THE SERVICE AND YOU HEREBY RELEASE US FROM ANY LIABILITY WHATSOEVER.

You agree to indemnify and hold Vuclip and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claims, demands, costs, losses, damages, liabilities, judgments and expenses, including reasonable attorneys' fees, arising out of or in connection with any claim, action or proceeding by any third party due to or arising out of description you transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the Terms or your violation of any rights of another person or entity.

Termination

You agree that Vuclip may, in its sole discretion, suspend or terminate your account and/or access to the Service for any reason or no reason, with or without prior notice. Any licenses contained in the Terms will terminate automatically without notice if you fail to comply with any provision of these Terms.

Notice and Procedure For Making Claims of Infringement

Vuclip respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Vuclip the information specified below. Please note that this procedure is exclusively for notifying Vuclip that your copyrighted material has been infringed or your intellectual property rights have been violated.

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing is located on the Service:
- (d) your address, telephone number and email address;
- (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

All notice of claims of copyright or other intellectual property infringement can be sent to Vuclip as follow: By email: legal@vuclip.com

We may forward any notice(s) of alleged infringement pursuant to this Section to the person(s) who provided the allegedly infringing description.

Membership

Your Viu membership will auto renew month-to-month until terminated by the user. Unless you cancel your membership before your monthly renewal date, you authorize VUCLIP to charge your next month's membership fee to your Payment Method (see "Cancellation" below). To use Viu you must have Internet access and a Viu compatible device (Android smartphone with OS 4.0 and above, iOS device with OS 7.0 and above) . You can find specific details regarding your membership with Viu by visiting the "My Account section" on the app or the website.

Free Trials

The concept for a free trial will be as per the company's discretion and that will govern the description available during the free trail along with the duration of the trail granted to the user. You will be notified during sign-up whether you are eligible for a free trial and the necessary details regarding the duration.

Billing

Billing Cycle. The membership fee for our service will be billed on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of your paid membership. In some cases the timing of your billing may change, for example if your Payment Method has not successfully settled or if your paying membership began on a day not contained in a given month. Visit your account on the app or website to see your next payment date. Cancellation. You can cancel your Viu membership at any time, and you will continue to have access to the premium Viu service through the end of your monthly billing period. We do not provide refunds or credits for any partial-month membership periods or unwatched movies or TV shows. To cancel, go to the "My Subscription" page and follow the instructions for cancellation. If you cancel your membership, your premium account will automatically close at the end of your current billing period. However, you will still have access to all the free videos. To see when your account will close, go to the "My Subscription" page.

Refund Policy

- 1. Any user can claim a refund for the subscription within 12 hours of buying the subscription.
- 2. Only users who have not played or watched any paid description on the app or website, post buying the subscription will be eligible for a refund. However, processing and disbursing the refund will be dealt on a case to case basis and is at the sole discretion of the developer. Changes to the Price and Service Plans. We may change our service plans and the price of our service from time to time; however, any price changes or changes to our service plans will apply to you no earlier than 30 days following email notice to you.

General

You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of the Terms or your use of the Service. The Terms constitute the entire agreement between you and Vuclip with respect to your use of the Service. The failure of Vuclip to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. The Terms and the relationship between you and Vuclip shall be governed by the laws of the Singapore without regard to its conflict of law provisions. All claims arising out of or relating to these Terms or the Service shall be litigated exclusively in the courts of Singapore, and you consent to personal jurisdiction in those courts. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.