

# **WaChing Terms of Service**

## **1. Preamble:**

This document, along with those other documents mentioned below, forms the only agreement between you and Infinite Shared Content Systems Inc (hereafter WaChing). It is important to read this document carefully before using WaChing. Please ensure you understand the contents of this document. If anything in this document is unclear to you, please contact WaChing at: [legal@waching.store](mailto:legal@waching.store)

## **2. The Services**

WaChing is a content distribution platform for original content creators and enables its users, whether content creators or users of that content, to distribute, discover, watch listen, and share content. WaChing provides this platform by way of a mobile application, website, and other digital programs. All platforms, applications, websites, and other digital programs owned by WaChing (including backend programs) are hereafter described as **the Services**. This definition includes all programs and technologies currently used by WaChing and those to be used in the future.

## **3. Terms and Using the Services**

- 3.1 By registering for a User Account, downloading, or otherwise using the Services, you accept that you have entered into a legal agreement with WaChing.
- 3.2 This legal agreement consists of this Terms of Service document (hereinafter also referred to as the “Terms”), WaChing’s Privacy Policy, WaChing’s Community Guidelines, and any other legal document, or amendment that WaChing may publish on the Services. These documents are collectively described as the Terms.
- 3.3 Please read the Terms carefully. Should you object to any of the content of the Terms, you may not use the Services and must uninstall them from your electronic devices.
- 3.4 It is your responsibility to read the Terms. By using the Services, you accept the Terms to be legally binding on you.

- 3.5 You must be of legal age to accept the Terms and use the Services. If you attempt to use the Services without being of legal age, WaChing shall terminate your account and withhold any income you may have earned.
- 3.6 WaChing reserves the right to amend the Terms and shall publish such amendments when they come into effect. You are responsible for ensuring that you are up to date with the most recent version of the Terms. If you continue to use the Services after the publication date of any amendments, WaChing accepts that you automatically agree to such amendments. Should you not agree to amendments of the Terms, you must delete the Services from your electronic devices and terminate your User Account.
- 3.7 Your continued use of the services is at your sole discretion, and you may stop using the services at any time without notifying WaChing. Likewise, WaChing's provision of the services to you is at its sole discretion and may cease at any time, without prior notice to you.
- 3.8 You agree to accept sole responsibility for any breach of the Terms on your part, including the consequences of such breach, also including any loss and damage suffered by WaChing. You accept and agree that WaChing has no responsibility to you, or any third party, for a breach caused by a violation of these Terms on your part.
- 3.9 You agree that any violation of the Terms on your part shall be considered a breach of the agreement.
- 3.10 You may not use the Services if you are prohibited to do so under the laws of your country of residence.

#### **4. User Accounts**

- 4.1 WaChing provides the Services to Users (individuals or companies) through different User Accounts. The type of account you select when registering with WaChing is related to how you wish to sell your Content. WaChing provides the following types of User Accounts:
  - 4.1.1 Content Distributor – For individuals and companies with existing libraries of content.
  - 4.1.2 Content Creator – For anyone who creates original content, such as original music, original choreography, original how-to videos, etc.
  - 4.1.3 Standard Account – For individual content consumers who don't create content but wish to view and distribute it.
- 4.2 All Users need to create a WaChing account to use the Services. When registering for an account with WaChing, you must provide all the

information requested on the registration form. To enable content creators and content distributors with the opportunity to monetise their accounts, they must also verify their identity by providing suitable proof and provide us with their banking details to complete their registration.

## **5. Content**

5.1 Content includes but is not limited to, films (long and short), text, software, games, graphics, art, designs, photos, sounds, music, videos, audiovisual combinations, interactive features, and any other creative, or original materials published and distributed on WaChing by the User and made available through the Services.

5.2.1 To publish Content on WaChing, you accept and confirm each of the following:

5.2.1.1 That you are solely responsible for your Content and the consequences of publishing it through your User Account and on the Services.

5.2.2.2 That you will not publish content that violates WaChing's Terms. If your Content is found to violate the Terms, your account will be blocked and any money you may have earned from distribution shall be withheld from payment indefinitely.

5.2.2.3 That you have all the necessary permissions, rights, and licenses to use the Services and to upload your Content to WaChing.

5.2.2.4 That you have the necessary permissions, rights, and licenses available for review and that you will make any documents relating thereto available to WaChing after being requested to do so.

5.2.2.5 That you will not publish any Content without either being the rights holder or having written permission from the rights holder. If you are unsure, the following example can be applied as a guideline: You wish to upload a video of the original choreography you created, but you have recorded the choreography with music that you have not created yourself. You are therefore considered the legal rights holder to the choreography, but you are not the legal rights holder of the music used in the video and may therefore not publish the video on WaChing unless you have received the written permission of the person or company owning the rights to the music.

5.2.2.6 If you publish Content violating the Terms, your Content may be blocked or deleted, your account may be suspended or terminated, and any funds you may have generated shall be permanently withheld and paid to the appropriate rights holder. Note that a suspension on your account

shall affect all Content on your User Account and you must not upload any Content unless you are certain of the legal ownership to the Content.

5.2.2.7 That WaChing does not guarantee any confidentiality regarding Content published on your User Account.

5.2.2.8 That by using the Services you may come across Content that may be offensive or damaging to you as a person. By registering a User Account or using the Service, you acknowledge that the availability of such Content is beyond the reasonable control of WaChing. You further waive all legal rights or remedies you have or may have, against WaChing.

## **6 Permissions and Restrictions**

6.1 By opening a User Account, WaChing permits you to use the Services. This is limited permission governed by the Terms of Service and the following restrictions. You accept and agree to the following:

6.1.1 That you will not tamper with, or digitally alter the Services in any way.

6.1.2 That you will not attempt to pirate Content from the Services.

6.1.3 That you will not remove Content from the Services for storage on other devices.

6.1.4 That you will not access Content published on WaChing through any other means other than the Services.

6.1.5 That you will not circumvent any of the features of the Services, including any backend features not immediately accessible to the User.

6.1.6 That you will not mislead other Users in any way.

6.1.7 That you will not sell advertising space, procure sponsorships or promotions within the Services, or Content, unless disclosed to WaChing at the time of publishing the Content, and provided that such advertising, sponsorship, or promotion was secured by the User before the completion of the Content, e.g., product placement in a film.

6.1.8 That you will not access or send traffic to the Services through malicious software, programming, robots, spiders, or any such digital program, including those not defined herein, but found to be similar.

6.1.9 That you will not collect or harvest any information from the Services, WaChing Users, or WaChing User Accounts.

6.1.10 That you will not attempt to circumvent the payment system or attempt to convince other Users to do so.

6.1.11 That you will always uphold the WaChing's Terms.

6.2 WaChing grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating

publicly available searchable indices of the materials, but not caches or archives of such materials. WaChing reserves the right to revoke these exceptions either generally or in specific cases.

- 6.3 Due to the nature of technology, the Services offered by WaChing are ever evolving. You acknowledge and agree that this is part of the Services and accept that any changes to the technology will not always be communicated to you.

## **7 Content Licensing**

- 7.1 By opening a User Account, you agree to and grant WaChing and other users of the Services a license in perpetuity for all the Content you publish on the Services.
- 7.2 By uploading Content to the Services, you agree to grant and automatically grant WaChing a license to display your Content using the Services, and on any other platform related to WaChing's business. You accept that the license you grant WaChing is valid worldwide (the Territory), non-exclusive, and transferable (this does not affect your ability to limit the distribution of your Content to Users by territory). The license you grant WaChing enables WaChing to use the Content in its day-to-day business, which includes displaying, using, reproducing, distributing, and editing your Content. It further includes the promotion and redistribution of your Content on the Services and other media channels operated by WaChing.
- 7.3 By uploading Content to the Services, you agree to grant and automatically grant each User of the Services, a license to access your Content through the Services and to distribute your Content under the scope of the Services and the Terms. You accept that the license you grant Users is valid worldwide (the Territory), non-exclusive, and that royalty will be payable on the content by users in terms of the royalty fee stipulated in your User Account.
- 7.4 You acknowledge the nature of Content Licensing on the Services and agree to respect the licensing rights of WaChing and its Users. All content found on the Services is subject to the Terms, and the copyright and trademark of the respective content creators and legal owners.

## **8 Distribution Revenue and Payments:**

- 8.1 You are free to determine the price of your Content and should set the price for the use/distribution of your Content in your User Account.

- 8.2 The revenue you wish to share with those Users distributing your Content can be adjusted in your User Account.
- 8.3 The distribution revenue you receive will be the percentage of the aggregate revenue received for all successful transactions in respect of your content, less the distribution percentage you have set in clause 8.2, and less the WaChing platform fee.
- 8.4 Payments are made on the last day of every month to the bank account stated in your User Account.
- 8.5 Payments are linked to the payment platform used by WaChing and your bank account, which you need to provide when registering your User Account.
- 8.6 A Successful Transaction is defined as a sale of a unit of Content, for which WaChing has received payment from a User.
- 8.7 Royalties may be payable to third parties on content published by you on WaChing's platform, in which case WaChing will deduct said royalties from the proceeds generated by transactions in respect of your content and pay said royalties to the respective third parties.

## **8 Risks using the Services**

- 8.1 There may be inherent risks using WaChing or any other digital program, such as links to unsafe or harmful websites. Though WaChing uses its best endeavors to limit such risk, it cannot be eliminated. You therefore acknowledge and agree that:
  - 8.1.1 You are aware of and understand the potential risks.
  - 8.1.2 You are aware that certain links, or other methods of communication, may take you away from the Services and direct you towards third-party digital programs.
  - 8.1.3 WaChing accepts no responsibility whatsoever for your exposure, or the consequences of your exposure, to any harmful third-party digital programs.
  - 8.1.4 WaChing is not liable to you in any way for any damage, whether material or otherwise suffered, because of your exposure to harmful third-party digital programs.
  - 8.1.5 WaChing accepts no responsibility for links to third-party websites or resources.
  - 8.1.6 WaChing does not endorse such websites or resources in any way.

## **10. Terminating your User Account:**

- 10.1 You may terminate your agreement with WaChing at any time by either closing your User Account (as described here) or emailing us at: [legal@waching.store](mailto:legal@waching.store)
- 10.2 WaChing may at any time terminate its legal agreement with you if:
  - 10.2.1 it suspects you have breached any provision of the Terms.
  - 10.2.2 it suspects you may violate the Terms, requests you to rectify the suspected violation, and you are unable or refuse to fulfill such request by WaChing.
  - 10.1.3 the provision of the Services becomes unlawful in your country.
  - 10.1.4 if WaChing sells its business or terminates its Services.
- 10.3 When the WaChing's services are terminated by either you or WaChing, all rights, responsibilities, and liabilities that you and WaChing have benefited from shall remain unaffected.

## 11 **Warranties and Exclusions:**

- 11.1 WaChing makes no representation, warranty, or guarantee to you about the Services. The Services are provided in their current state, including any changes which WaChing may implement in the future.
- 11.2 The Services are made available to you as expressly outlined in the Terms. No other implied or suggested terms apply to this agreement.
- 11.3 WaChing makes no representation, warranty, or guarantee that:
  - 11.3.1 any revenue will be generated by your use of the Services.
  - 11.3.2 the Services will meet your expectation and requirements.
  - 11.3.3 the Services will function without error.
  - 11.3.4 the Services will be always available.
  - 11.3.5 the Services will provide you with accurate information at all times.
  - 11.3.6 That the Services will be improved, repaired, patched, upgraded, or otherwise repaired in the event of a failure or operational issue.

## 12 **Limitation of Liability**

- 12.1 WaChing shall not be liable to you for any of the following:
  - 12.1.1 Any losses of any kind, whether consequential or indirect
  - 12.1.2 Any losses to your goodwill or business reputation
  - 12.1.3 Any loss of opportunity
  - 12.1.4 Any data losses
  - 12.1.5 Consequential loss or damage suffered because of using the Services. Such consequential loss or damage may result from:
    - 12.5.1 Changes made to the Services

- 12.5.2 Termination of the Services (or any features within the Services), whether temporary or permanent
- 12.5.3 Data corruption, deletion, storage errors, and unavailability of Content or any other information stored by the Services
- 12.5.4 Errors in your registration form, including bank details, as submitted by you at the point of registration
- 12.5.5 A breach to your User Account caused by negligent behavior on your part
- 12.6 WaChing further provides no guarantee and accepts no liability for the:
  - 12.6.1 Completeness of information on the Services
  - 12.6.2 Accuracy of advertising on the Services
  - 12.6.3 Any personal or business relationship or opportunity you are introduced to because of using the Services
- 12.7 The limitations on WaChing's liability as outlined in this Clauses 12 apply in all circumstances, including those circumstances where it is found that WaChing should have been aware of the potential risks to its Users.

### **13 General**

- 13.1 WaChing does not endorse any Content published on the Services or any opinion, recommendation, or advice expressed therein. WaChing will not be liable for Content published on the Services.
- 13.2 The Terms comprise the only legal agreement between you and WaChing and regulate your use of the Services.
- 13.3 You agree that WaChing may communicate with you by email or postings on the Services. This does not affect your legal rights, such as those outlined in GDPR (The General Data Protection Regulation 2016/679) or applicable laws of your country of residence.
- 13.4 You acknowledge and agree that any current shareholders, or group(s) of companies of WaChing are the third-party beneficiaries of the Terms. You also acknowledge and agree that WaChing may be sold at any time and that any future shareholders or group of companies may become the third-party beneficiaries of the Terms. Such shareholders or group of companies shall be entitled to take cession of the Terms and all its entitlements.
- 13.5 You acknowledge the legal rights of WaChing as described in the Terms and the rights available to WaChing in law. Should WaChing, for any reason, choose not to exercise any of its rights, you agree that such decision by WaChing shall not be a formal waiver of WaChing's rights and



that all rights and remedies available to WaChing shall still be enforceable by law.

- 13.6 If any clause in the Terms is found to be invalid, as per the procedure described in Clause 13.7 below, then that clause shall be removed from the Terms. The rest of the Terms shall continue unaffected and shall be enforceable.
- 13.7 Your relationship with WaChing, shall be governed by the Terms and be interpreted in terms of the Laws of Delaware, USA. You agree to submit to the exclusive jurisdiction of the courts of Delaware, USA. Any matter, or breach of agreement, which may need to be resolved between you and WaChing, shall first be referred to arbitration in Dover, USA. You accept and acknowledge that arbitration will always be your first avenue for resolving a legal matter with WaChing. Notwithstanding aforesaid, you also agree that WaChing shall still be entitled to apply for injunctive remedies (or other equivalent types of urgent legal remedy) from any competent court having jurisdiction.
- 13.8 These Terms shall in no way affect any of your rights or force you to waive any right you are entitled to by law.
- 13.9 The distribution of child pornography, hate speech, incitement to violence, violence, sexual violence, and revenge pornography is strictly forbidden on WaChing's platform and any User found to have uploaded any of the aforementioned content on WaChing's platform User Account will be closed. Said party may also be held criminally liable by the applicable authorities.

Dated: 02 November 2021