
Viz Artist for learners – Terms of Service

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE PROCEEDING. BY CLICKING ON THE “I AGREE”, “ACCEPT TERMS”, “START NOW” OR SIMILAR BUTTON, YOU (“YOU, YOUR, YOURSELF”) REPRESENT THAT YOU HAVE (1) READ, UNDERSTOOD AND AGREE TO THESE TERMS OF SERVICE AND ANY INCORPORATED POLICIES HERETO (“AGREEMENT”), (2) THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY OR OTHER ORGANIZATION YOU HAVE NAMED AS USER, AND TO BIND THAT ENTITY TO THIS AGREEMENT. IN THE EVENT YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF A COMPANY OR ORGANISATION, “YOU, YOUR, YOURSELF” WILL REFER TO THE ENTITY YOU ARE REPRESENTING. UNDER THIS AGREEMENT, VIZRT AUSTRIA GMBH (“VIZRT”) WILL ALLOW YOU TO ACCESS THE VIZ WEBSITE AND TO USE THE SOFTWARE AND PRODUCTS PROVIDED ON THE VIZ WEBSITE. IF YOU DO NOT ACCEPT AND AGREE TO THIS AGREEMENT, DO NOT USE THE VIZ FLOWICS WEBSITE OR THE SOFTWARE AND PRODUCTS PROVIDED THEREIN.

1. DEFINITIONS

In this Agreement, these terms shall have the following meaning: “Social Media Platform” means any type of social media platform where You can publish content, including but not limited to Youtube, Facebook, Instagram, Twitter, Twitch and TikTok. “Software” means Vizrt proprietary software made available by Vizrt to You on a Vizrt hosted site. “Subscription Services” means the features, functions, tools and other aspects including upgrades, updates and other support and maintenance services made available to You on the Software. “Subscription” means the access plan that You have purchased to any Subscription Services. “Third-Party Services” means technology, software and services made available by third parties, whether or not copyright protected, and/or open source software. “User Content” means any material (including without limitation data, text, images, photographs, audio, material, video material and audio-visual material) that You submit, upload or otherwise make available in the Products for whatever purpose. “Products” means Software and Subscription Services.

2. AGREEMENT

2.1 This Agreement applies to the Products. You agree that Your use of the Products is governed by this Agreement by clicking “accept” on the “I Agree” button or by other means indicating your acceptance. The Agreement is legally binding and applies to all Users (defined below) of the Products.

2.2 In the event of any conflict between this Agreement and any other agreement affixed to a form, order, blank acceptance or counter-offer, this Agreement shall apply and no other agreement or terms and conditions shall be of force or effect. Vizrt’s failure to object to any conflicting agreement or terms and conditions does not constitute acceptance thereof.

2.3 Vizrt may, in its sole discretion, alter the features or functionality of the Products, temporarily or permanently, at any time without prior notice or liability. Vizrt may further discontinue to provide the Products on a permanent basis (end of life), in which case, subject to 18.2, this Agreement will terminate upon the expiration of the current term of Your Subscription.



3. ELIGIBILITY AND INTENDED USE

3.1 You affirm that You are eligible in Your country of residence to enter into this Agreement and any incorporated policies and to make the representations and warranties as set forth in this Agreement. If you enter into this Agreement on behalf of a company or other organization, you warrant that you have the authority to bind that entity to this. If Vizrt believes that You were not eligible to enter into this Agreement, Your access to the Products may be terminated without notice.

3.2 You acknowledge and agree that the Products may only be used for their intended purpose, as specified in any documentation and material. Viz Artist for learners may solely be used for educational and instructional purposes in connection with the Viz Artist Certification Program. It may not be used in any commercial or for-profit context, including but not limited to being used by broadcasters and media houses in live production environments and/or with other commercially available tools. You shall not use the Products for any other purpose without the prior written consent from Vizrt. Violation of this clause may result in termination of your Subscription and may be subject to legal action. Vizrt reserves the right to pursue any and all legal remedies in the event of unauthorized use.

4. AVAILABILITY

4.1 You are granted a limited, non-exclusive, non-transferable, non-sublicensable, license to use the Subscription Services in accordance with Your Subscription during the term thereof. Your right to use the Subscription Services shall be limited to the extent required for training and skill development of the Product on Your devices. Publishing or broadcasting content created on the Product is strictly prohibited. You shall not authorize any third party uses of any of the material produced by You with the Subscription Services, other than Your employees, agents, or sub-contractors.

4.2 Vizrt shall make the Products available over the Internet to You in accordance with Your Subscription during the term thereof, in which event all of Vizrt's obligations in respect of the availability of such Products shall be satisfied upon provision of access to the Products.

4.3 The availability of the Products is dependent on You having required equipment, software (including but not limited to Software), services and other items including but not limited to hardware, software, modems, internet services and telecommunication services. You agree that these factors are Your responsibility and that You are solely accountable for procuring, updating and maintaining these and covering the expenses thereof, including to plan and implement a network solution that meets Your desired levels of video and audio quality, latency, and cost. Vizrt bears no responsibility or liability for the compatibility, quality, reliability, or performance of Your equipment, or for any failure of Your equipment to properly access our Products, nor for any inconvenience or breach of any applicable terms and conditions (including but not limited to this Agreement), company policies or any law or regulations subject to Your installation, configuration or other use of such equipment together with the Products.

4.4 You are allocated a fixed amount of storage within the Subscription Service. It is solely Your responsibility for maintaining the storage content and determining necessary storage size based on projected usage.



5. USE OF PRODUCTS

5.1 Access to the Products may require the use of usernames and passwords. You must provide accurate and complete registration information when registering to use the Products. You are responsible for designating Your employees, representatives and consultants, for whom You have acquired user rights and who will be authorized by You to access and use the Products (“User(s)”).

5.2 You and Users are responsible for the security of the usernames and passwords. Each User will maintain the confidentiality of his/her username and password and may not disclose them to any other party or share their account with any other individual. You are responsible for ensuring that all Users comply with this Agreement and for any breach of this Agreement by any User and any actions taken on Your and Your Users’ accounts.

5.3 You shall notify Vizrt immediately should You become aware of any unauthorized access or use of the usernames or passwords.

5.4 You may use the Products solely for the purpose of training and skill development to use the Product on your own device. Publishing or broadcasting content created on the Product is strictly prohibited. You agree that You have the sole responsibility for all User Content and that Vizrt has no responsibility or liability for the deletion or failure to store any User Content and other communications or transmissions enabled through the use of the Products.

5.5 You are responsible for compliance with all laws relating the use of the Products and User Content, including laws relating to intellectual property rights, privacy, copyright and laws requiring third party consent to use the Content.

5.6 If Your use of our Products is dependent on credits, where each credit represents the usage of certain services in our Subscription Service, You may purchase credits via monthly subscriptions or credit packs. In both cases, the use of credits follows a First-In, First-Out (FIFO) policy. This ensures that credits with the earliest expiration dates are used first. If Your monthly subscription credits are fully utilized or if You require additional credits beyond the subscription package, You can purchase credit packs separately. The credits in these packs will be used after your monthly subscription credits have been exhausted. As You use our Products, credits are deducted from Your accounts according to the specific usage metrics. Monthly credits that are part of a subscription package expire at the end of each month cycle. Credits from credit packs are valid for use within the current subscription term, which is typically 12 months. Unused credits do not roll over to the following month or the next subscription term, respectively.

6. PROHIBITED USE

6.1 You shall not copy, adapt or modify the Products, develop or distribute any Products or any other works derivative thereof, or use any variation of the Products. You shall not, and shall not permit any third party to, disassemble, de-obfuscate, reverse engineer, attempt to find the underlying code of, or decompile any Products or any part thereof, or cause any Products to be subject to the terms of any open source software license. You shall retain and shall not alter or obscure any notices, markings or other insignia affixed to the Products, related documentation or any part thereof.

6.2 You may not use the Products to operate in a time-sharing, out-sourcing or service bureau environment or in any way allow third parties to use or access the Products. You may not obtain or attempt to obtain the Products by any means or device with intent to avoid paying



the fees that would otherwise be payable for such access or use, or permit direct or indirect access to use the Products in a way that circumvents a contractual usage limit.

6.3 You may not share an account or any other user rights with any other individual, unless otherwise expressly pre-approved by Vizrt in writing. You may not share any login credentials or passwords regarding the foregoing with any other individual. You acknowledge that sharing of any such rights is strictly prohibited. Your right to use or access the Subscription Services and Software is personal to You and not assignable or transferable. You may not assign or transfer any account or any other user rights with any other individual, except upon Vizrt's prior express written approval.

6.4 You may not use the Products or upload, edit, manage, publish or broadcast Content in a manner that would defraud, defame, abuse, harass, stalk, threaten or infringe the rights of privacy or intellectual property rights of others or content prohibited by law ("Prohibited Content").

6.5 You agree that You have the sole responsibility for all matters arising out of or in connection with the activities of the Users or the Content and ensure that You or the Users do not upload, publish or include any Prohibited Content. Vizrt, or its suppliers, have no obligation to undertake any pre-screening, editing, reviewing or monitoring of the Content, preventing or identifying infringement of intellectual property rights and assumes no responsibility or liability relating thereto. If Vizrt is sued by a third party as a result of Your violation of the aforementioned, You agree to fully indemnify Vizrt (including our officers, directors, employees and agents) against any fees, fines, costs, liens, judgments and expenses that any of these persons may incur as a result of any such action.

6.6 To the extent Vizrt reasonably determines, it reserves the right (but shall have no obligation) to remove any Prohibited Content from the Products. You agree to immediately take down any Prohibited Content, including pursuant to a take down request from Vizrt. In the event that You elect not to comply with a request from Vizrt to take down Prohibited Content, Vizrt reserves the right to directly take down such Content or to disable access to the Product. Vizrt has no obligation to pay any refunds due to removal or take down of Prohibited Content or disabling Products under this Section 6.6.

6.7 To mitigate the associated risks with prohibited use, Vizrt have implemented the following protective measures: (1) Logging and Monitoring: We continuously monitor User activity to detect any unauthorized or malicious actions. Suspicious activities will be investigated promptly, (2) Account Suspension: Users found in violation of this "Prohibited Use" clause, especially with regards to Windows Desktop mode access, may have their accounts temporarily or permanently suspended, (3) Legal Action: Serious violations of this clause may result in legal action taken against the responsible parties.

7. SUPPORT SERVICES AND TRAINING

7.1 Vizrt is not obliged to provide any support in relation to actions such as installation, implementation, configuration or use of the Product or of other equipment. Any support services or training must be agreed separately with Vizrt.

8. SUBSCRIPTION TERMS AND PAYMENT

8.1 The license granted to you under this Agreement for Viz Artist for learners as part of the Viz Artist Certification Program is valid for a period of sixty (60) days from the date of activation



("Subscription Term"). During this Subscription Term, you may use the Product free of charge, exclusively for educational and instructional purposes as described in this Agreement. The Subscription Term will not be renewed or prolonged.

9. BETA PRODUCTS

9.1 Vizrt may from time to time offer Products that are not generally available to all Vizrt customers ("Beta Products") subject to a separate agreement executed by Vizrt and You for the relevant Beta Products. Unless otherwise indicated, all Beta Products will be provided at no cost and will be identified as "beta" or in a manner that indicates that the Beta Product is in limited release or pre-release. Beta Products are still in development and Vizrt may change the functionality or other aspects of the Beta Products at any time.

9.2 You will not be required or obligated to use any Beta Products. Vizrt may cease offering any Beta Products, or cease offering Beta Products at no cost or penalty, at any time in its sole discretion. Notwithstanding anything to the contrary in this Agreement, Beta Products are provided "As is" and "As available" and without any representation or warranty of any kind.

10. INDEMNIFICATION

You agree to indemnify and hold Vizrt harmless from any third-party claim, loss, or damage (including attorneys' and legal fees) related to Your use of the Products, or any breach of this Agreement or of applicable law or regulation.

11. INTELLECTUAL PROPERTY

Title to and ownership of and all proprietary rights, including all intellectual property rights, in and to the Products, all modifications thereto and derivative works thereof, and related documentation and all partial or complete copies thereof shall at all times remain with Vizrt. As between the parties, You hereby acknowledge that Vizrt is the sole owner of all right, title, and interest to all Products, all modifications thereto and derivative works thereof, and related documentation, and any intellectual property rights therein. Any feedback You provide regarding the Products shall be and is hereby assigned to Vizrt. Vizrt shall have the right to use any such feedback in any manner in current or future products or Products, without further compensation or obligations to you.

12. CONFIDENTIALITY

12.1 For the purposes of this Agreement, "Confidential Information" means any of the information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential, or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Vizrt's Confidential Information includes any technical, pricing, or performance information about the Products or related services.

12.2 As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Agreement, and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors, subcontractors, and other representatives having a legitimate need to know such Confidential Information, provided the receiving party remains responsible for their



compliance with these obligations and such parties are bound to confidentiality obligations no less protective than this section 12.

12.3 These confidentiality obligations do not apply to information that the receiving party can document: (a) is or becomes public knowledge through no fault of the receiving party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose Confidential Information if required by law, subpoena, or court order, provided (if permitted by law) it notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment.

12.4 Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this section 12.

13. **WARRANTY; DISCLAIMERS**

13.1 EXCEPT AS OTHERWISE EXPRESSLY SET OUT HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS, SUPPORT AND VIZRT RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". VIZRT AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VIZRT DOES NOT WARRANT THAT THE USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE NOR WE WILL MAINTAIN YOUR DATA AND CONTENT WITHOUT ANY LOSS.

14. **LIMITATION OF LIABILITY**

14.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, VIZRT SHALL NOT HAVE LIABILITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY, UNAUTHORISED ACCESS TO, LOSS OF, DELETION OF OR ALTERATION OF SYSTEM DATA, USER CONTENT OR YOUR DATA, LOSS OF USE OF OR DOWNTIME COST OF SOFTWARE, COST OF CAPITAL, COST OF AND PROCUREMENT COSTS FOR SUBSTITUTE GOODS, FACILITIES OR PRODUCTS.

14.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, VIZRT'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE REFUND OF THE AMOUNTS ACTUALLY RECEIVED BY VIZRT FOR PRODUCTS (IF ANY) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM.

14.3 Vizrt is not liable for issues, conflicts, problems or inconveniences with the Products that may arise due to (1) You not installing the latest version of software, (2) Your failure to manage system updates including OS and product software updates, (3) Your use of Your devices not meeting the minimum hardware specifications or not being compatible with the supported operating systems needed to access and use the products effectively, (4) You installing additional software or use of Third-Party Software, (5) relating to Your insufficient



network connection, downtime or maintenance (6) termination, suspension, discontinuance or disconnection of the Products, or (7) Vizrt's failure to provide technical or other support services.

14.4 The inability of Vizrt to perform its obligations under this Agreement, or the cancellation or delay of any related events, resulting from delays or situations caused, directly or indirectly, by strikes, insurrection, floods, fires, riots, acts of God, war, emergencies, terrorist threats (including general threats) or activities, any pandemic or epidemic, or other causes beyond Vizrt's reasonable control, shall not be deemed a breach of Vizrt's obligations under this Agreement. In such cases, Vizrt shall promptly notify You of the force majeure event and its anticipated impact on performance. The parties shall work together in good faith to mitigate the effects of the force majeure event and, where possible, resume performance of their respective obligations under this Agreement.

15. DATA PROTECTION AND PRIVACY

15.1 Vizrt may collect and use personal data of You or the Users. Vizrt respects privacy and protects the personal data we collect about You and the Users in accordance with the Vizrt Privacy Policy.

15.2 To the extent that Vizrt processes any personal data of Users (or any other individuals) on Your behalf and (i) that personal data relates to Users or other individuals located in the European Economic Area ("EEA"); or (ii) You are established in the EEA, Vizrt and You agree to be bound by the provisions of the Vizrt Data Processing Agreement which shall apply to the processing of such personal data.

15.3 To the extent that Vizrt processes any personal data of Users (or any other individuals) on Your behalf and You are (i) a "business" and we process "personal information" (as those terms are defined by the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020) on your behalf, (ii) a "controller" and we process "personal data" (as those terms are defined by other applicable US state data privacy Laws) on your behalf, or (iii) you meet both criteria set out in (i) and (ii), Vizrt and You agree to be bound by the provisions in the US State Law Privacy Addendum.

16. COMPLIANCE WITH LAWS

16.1 You agree to use the Products in accordance with all applicable laws and regulations, including, but not limited to, those relating to money laundering, anti-terrorism and anti-corruption.

16.2 You hereby acknowledge and agree that the Products and Confidential Information may be subject to applicable export control and trade sanctions laws, regulations, rules and licenses, including without limit those of the U.S., the E.U. and other territories ("Export Control and Sanctions Rules"). You agree to comply with the Export Control and Sanctions Rules. In particular, but without limit, You will not, and will procure that none of Your partners or employees will use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the Products or Confidential Information, directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. You represent and warrant that You and the Users are not persons identified on the U.S. Department of the Treasury's Specially Designated Nationals



and Blocked Persons List or Foreign Sanctions Evaders List.

16.3 You shall not do anything which would cause Vizrt to be in breach of the Export Control and Sanctions Rules and shall protect, indemnify and hold harmless Vizrt from any fines, losses and liabilities incurred by You as a result of the failure to comply with this Section 16. Failure by You to comply with any part of this Section 16 shall constitute a material breach of this Agreement. Vizrt reserves the right to cancel any Service at its sole discretion if Vizrt believes You have failed to comply with any part of this Section 16.

17. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without resort to provisions thereof regarding the conflict of laws, and the competent courts of Stockholm shall have exclusive jurisdiction over the parties with regards to this Agreement.

18. **TERMINATION AND SUSPENSION**

18.1 Sections 5 through 20 shall survive the termination or expiration of this Agreement.

18.2 Vizrt may suspend access to, or limit, the Products and related services (and the relevant fees for the Subscription Service will continue to apply during such period) if: (a) you breach this Agreement, including non-payment of any fees when due; or (b) there is a risk of harm to other Vizrt customers or the security, availability, or integrity of the Products due to actions taken within a User's account or resulting from a Third-Party Service. Where practicable, Vizrt will use reasonable efforts to provide prior notice of any suspension. Once the issue requiring suspension is resolved, without limiting any Vizrt remedies, Vizrt will restore access to the Subscription Service in accordance with this Agreement. Any suspension does not limit Vizrt's rights and remedies to take further actions, including but not limited to legal actions.

19. **GENERAL**

19.1 Vizrt shall not be liable for delays or non-fulfillment of its, or its suppliers, obligations under this Agreement or other losses arising hereunder due directly or indirectly to causes beyond Vizrt's or its suppliers' reasonable control, including, but not limited to, acts of God, acts (including failure to act) of any governmental authority, official export restrictions, Internet disruptions, hardware or software limitations or compatibility with the Products.

19.2 This Agreement constitutes the entire and sole agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understanding, agreements, representations or warranties, whether oral or written, with respect to the subject matter hereof. Vizrt reserve the right to update, change, replace or supplement the terms of this Agreement at any time and such updates, changes, replacements or supplements become effective immediately if nothing else is notified. If Vizrt determines in its sole discretion that an update, change, replacement or supplement is material, Vizrt will provide notice of such material change to You through the Subscription Service, our blogs or forums, and/or in another manner as deemed appropriate. Your continued use of or access to the Products following the posting of an update, change, replacement or supplement constitutes an acceptance of those. It is Your responsibility to keep Yourself updated on the version of the Agreement in effect at any given time. If You do not agree with the changes to the terms of this Agreement, You should discontinue to use the Products which is Your sole and exclusive remedy and without any penalty for Vizrt.



19.3 You shall not assign or transfer this Agreement or its rights or obligations pursuant to any license granted hereunder without the prior written consent of Vizrt. Vizrt may assign this Agreement to a successor in interest in the context of a change of control.

19.4 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court, the remaining provisions will remain in full force and effect.

20. **THIRD-PARTY SERVICES**

20.1 The Products may contain Third-Party Services. The third-party licensors retain all intellectual property rights in the Third-Party Services (as applicable). You can use such Third-Party Services in support of Your use of the Products in accordance with the terms of this Agreement.

20.2 The Products may further provide you with the ability to access further Third-Party Services as a convenience only. You acknowledge that such Third-Party Services do not form part of the Product and that Your use thereof is subject to Your agreement with the relevant provider and not this Agreement. For clarity, because such Third-Party Services are not controlled by Vizrt and do not form part of the Product, Vizrt bears no responsibility or liability for Third-Party Services, including their security, availability, functionality, or inoperability, or any effect they may have on Your systems and use of the Products or how the Third-Party Services or their providers use Your Data. If You enable a Third-Party Service with a Product, Vizrt may access and exchange Your data with the Third-Party Service on Your behalf and instruction. Use of Products with a Third-Party Service does not expand Your rights or Vizrt's obligations under this Agreement.

20.3 When using the Products to publish to Social Media Platforms, the Products may use such platform's API services on Your behalf. You shall read and agree to such Social Media Platform's terms of service and privacy policy, and in order to revoke the Products access to such You must do it directly with the Social Media Platform which You can do at any time.

