



Loredana Ivan  
loredana@wevideo.com

# QUOTE

I4SFEHS9NNWP  
Date: Jan 8, 2019  
Expires: Feb 7, 2019

## Submit signed quote to

WeVideo, Inc.  
po@wevideo.com  
1975 W El Camino Real #202  
Mountain View, CA 94040  
Fax: 408-819-9441

## Customer information

Craig Dunlap  
craig.dunlap@boone.kyschools.us  
Yealey Elementary  
Kentucky, North America

QTY	Product/Description	Unit Price	Discount	Line Total
200 seats	WeVideo for Schools multi-seat license, 1 year subscription	5.43/seat	18%	\$1,086.00
1,000 GB	Storage capacity: 5 GB per user (aggregated)	-	-	Included
200 hr/mo	Export capacity: 1 hr per user/per month (aggregated)	-	-	Included
200	Mobile app access for iOS and Android devices	\$3.99	100%	<del>\$798.00</del>

**Total** **\$1,086.00** USD

## Instructions

To accept this quote, please complete the missing fields on page 2 and provide your signature at the bottom of the page. Your subscription will be updated within 7 days from receipt of this signed document.

TERMS: Net 30 days. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

## Need to make changes?

Retrieve your quote by visiting <http://www.wevideo.com/orders/I4SFEHS9NNWP>. You can update your subscription term, add or remove seats, request professional development sessions, and print a new quote there.



# QUOTE

I4SFEHS9NNWP

Date: Jan 8, 2019

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Please complete all fields below

## Account admin/owner (required)

WeVideo account admin at the school or district.

School/district name

Name

Job title/role

Phone number

Email

## Billing information (required)

Is a Purchase Order required to invoice? ☐ Yes ☐ No

Accounts payable contact

Email

Billing address

Street address

Apt, Suite, Building number

City

State

Zip code

## Proposal acceptance (required)

Signature

Date

Name

Title

Please follow the instructions on page 1 to submit the signed quote or to make any changes.

1/8/2019

WeVideo Renewal - Dunlap, Craig

## WeVideo Renewal

Loredana Ivan <loredana@wevideo.com>

Tue 1/8/2019 4:33 AM

To: Dunlap, Craig <craig.dunlap@boone.kyschools.us>;

Hi!

Thank you for your ongoing interest in WeVideo!

To move forward with your purchase, please fill out both pages of the quote you generated, and send them back to me along with your preferred method of payment.

Also, on the second page of the quote, under Account Admin/Owner, please make sure you input the data of the person who will be using/managing WeVideo in your school.

If you have any questions, please don't hesitate to ask.

Best,

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**Loredana Ivan**

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

WeVideo, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1975 W. El Camino Real, Suite 202

Requester's name and address (optional)

6 City, state, and ZIP code

Mountain View, CA 94040

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

9 9 - 0 3 6 5 2 7 4

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*ABM Gary*

Date ►

10/01/2018

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# Terms of Use

For WeVideo Enterprise Agreement, please click here (</enterprise-terms-of-use>)

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Last Modified: July 30, 2018

WeVideo, Inc. ("WeVideo," "we" or "our") offers different types of accounts, ranging from free ("Free Account") to paid accounts. Within the paid accounts ("Paid Accounts"), WeVideo offers individual accounts ("Individual Accounts"), multi-user accounts for small teams ("Team Accounts"), and multi-user accounts for organizations and companies ("Enterprise Account") (collectively, our "Services").

These general Terms of Use ("Terms") govern your access to, and use of, the Services. You should carefully read these Terms and the applicable agreement before using the Services because by using and/or visiting the Services, you agree to be bound by these Terms and the applicable agreement. If you are using the Services on behalf of an organization, you are agreeing to these Terms and the applicable agreement on behalf of that organization and promising that you have the authority to bind that organization to these terms. In that case, "you" and "your" will refer to that organization.

If you do not agree with these Terms, immediately stop using our Services.

We reserve the right to change, update or cease to offer our Services or any part thereof, or to update these Terms at our discretion. If we do, we will use commercially post notice of the changes at our website.

## ACCOUNT SPECIFIC TERMS

### Free Accounts

Your Free Account allows you to store up to 1 GB and export up to 5 minutes of 720p video per month, free of charge. However, there are a few restrictions on this. First, we may limit, change, or modify the functionality that we provide to Free Accounts at anytime. Second, we reserve the right to embed a watermark or to add a bumper (including a third-party bumper) in any videos published from your Free Account. You agree not to remove watermarks/bumpers from such videos unless you upgrade to one of our "Paid Accounts". By embedding a watermark or



adding a bumper in such videos, we are not endorsing, and we assume no liability for, the content of such videos or their use. Finally, you agree that we may terminate your Free Account at any time, without notice and, if your Free Account is inactive for ninety (90) days, we may also delete any or all of your media files and published videos without providing additional notice.

Free accounts are not intended for use by an organization - School, Business or other. WeVideo defines organizational use as multiple users from the same email domain. When a single organization has multiple free accounts and high volumes of use, WeVideo considers the amount of use in aggregate and in total across all users in the organization and applies additional limitations beyond our published limitations for the personal free accounts. These include, but are not restricted to, limiting the number of users signing up from a single organization, concurrent logins, and the ability to edit and publish videos.

## **Paid Accounts**

WeVideo offers you the option to upgrade your Free Account to a Paid Account for a fee. WeVideo offers several Paid Accounts. Flex is a one time payment product with one year term. Individual and Team Accounts are subscription-based plans that are renewable on a monthly or annual basis. WeVideo accept payment by credit cards or digital wallets. For annual and monthly subscriptions, we will automatically charge your credit card or digital wallet commencing on the date you elect to purchase or upgrade to a Paid Account; and thereafter you will be automatically charged at the beginning of your next billing cycle based on your annual or monthly term and until you cancel your subscription. Click on the link on your "Account" page to see the commencement date for your next renewal period. In the event your WeVideo Paid account began on a day not contained in a given month or year, WeVideo will bill you on the last day of such month or year. For example, if your WeVideo Paid account began on January 31st, February 28th is the next time your credit card or digital wallet would be billed. You acknowledge that the amount billed each year may vary for reasons that include differing amounts due to promotional offers, differing amounts due to changes in your account, or changes in the amount of applicable sales tax, and you authorize us to charge your credit card for such varying amounts.



If you wish to cancel your Paid Account at anytime, you may do so via your "Account" page.

(/) Once you choose to downgrade or cancel your Paid Account, it will remain active for the remainder of your current subscription period but will not be renewed once that subscription term expires. You will not receive a refund for pre-paid portions of your subscription term. For example, if you have selected an annual subscription, your Paid Account will remain active for the remainder of that annual term and then be downgraded to a Free Account at the end of the Term.

If any fee is not paid in a timely manner, or WeVideo is unable to process your transaction using the credit card information provided, WeVideo reserves the right to suspend your Paid Account. If you do not bring your balance current within fifteen (15) days after WeVideo provides you with notification that your Paid Account is in arrears, we will downgrade your WeVideo Paid account to a Free Account and, if your storage space exceeds 1 GB, WeVideo reserves the right to delete some or all of your media files as necessary to reduce your storage space to below 1 GB.

WeVideo may change the fees and charges in effect, or add new fees and charges from time to time, for the next billing cycle, but we will give you advance notice of these changes by email. If you want to use a different credit card or if there is a change in your credit card validity or expiration date, you may edit your information by accessing your "Account" page. If your credit card reaches its expiration date, your continued use of the Services constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated.

WeVideo Paid accounts are prepaid and are non-refundable, except as required by law.  
**WEVIDEO DOES NOT PROVIDE REFUNDS OR CREDITS.**

## **Enterprise Accounts**

WeVideo also offers Enterprise Accounts for organizations looking to have one account that multiple users can access and use. In addition to the terms and conditions of the "General" sections below, Enterprise Accounts are also subject to the terms and conditions of the [WeVideo Enterprise Agreement. \(/enterprise-terms-of-use\)](#).



~~Data privacy is important to WeVideo. We believe you should always know how information~~  
about you is collected, used, and disclosed by WeVideo when you use our services, or otherwise interact with us. WeVideo provides a Privacy Policy explaining how we collect and process your personal data and protect your privacy when you use our Services. By using our Services, you agree that WeVideo can use such data in accordance with our privacy policies.

## GENERAL TERMS

### User Content

By using our Services, you provide us with information, media files, video projects and final WeVideo videos ("WeVideo Videos") that you submit to and create at WeVideo (collectively your "User Content").

You retain full ownership to your User Content. We don't claim any ownership to any of it. These Terms do not grant us any rights to your User Content or intellectual property except for the limited rights that are needed to provide the Services, as explained below.

In order to provide the Service, we need your permission to host, share, distribute, display, and perform your User Content. This is called a license. By uploading User Content to the Services, you grant WeVideo this license solely as is necessary to provide the Services, including sharing your User Content with third party service providers, for example Amazon, which provides our storage space.

If you are using the Services on behalf of an organization (for example a school), WeVideo may include the organization's name in a list of organizations using WeVideo on the WeVideo website.

You are solely responsible for your conduct, the content of your media files and video projects, and your communications with others while using the Services. We reserve the right, but have no obligation, to review your User Content at any time to ensure it does not contain any Prohibited Content. For the purpose of these Terms, "Prohibited Content" includes any content that: (a) is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of





any kind against any group or individual; (b) harasses or advocates harassment of another person; (c) involves the transmission of "phishing" emails, "junk mail", "chain letters", or unsolicited mass mailing or "spamming"; (d) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (e) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files; (f) provides material that is sexual or violent in nature; or (g) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses. We are not responsible for the accuracy, completeness, appropriateness, or legality of media files, WeVideo Videos, user posts, or any other information you may be able to access using the Services.

## Your Responsibilities

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third-party. You are responsible for any activity using your account, whether or not you authorized that activity. If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current. You should immediately notify WeVideo of any unauthorized use of your account.

You are required to provide an email address in order to use the Services. You may be required to verify your email address and accept to receive emails from WeVideo to use certain features of the Services.

Media files and other content in the Services may be protected by intellectual property rights of others. You are expressly prohibited from copying, uploading, downloading, or sharing files unless you have the right to do so. You, not WeVideo, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Service.



You, and not WeVideo, are responsible for maintaining and protecting all of your User Content.

(~~) WeVideo will not be liable for any loss or corruption of your User Content, or for any costs or expenses associated with backing up or restoring any of your User Content.~~

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By agreeing to these Terms, you are representing to us that you are over 13 or that you have parental consent as described in our Privacy policy online, which is hereby incorporated in these Terms of Use by reference. PARENTS please read our Privacy Policy to understand how you can control and limit the information your child shares.

## **Software and Updates**

Some use of our Service requires you to download a client software package ("Software"). WeVideo hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available.

## **Intellectual Property and Feedback**

These Terms do not grant you any right, title, or interest in the Services, Software, or the content in the Services. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments, or suggestions you send us or post in forums without any obligation to you.

The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. These Terms do not grant you any rights to use the WeVideo trademarks, logos, domain names, or other brand features.

All trademarks and/or service marks displayed on the Services are the exclusive property of their respective owners, and may not be used without the owner's permission.



~~You agree not to misuse the Services. For example, you must not attempt to use the Services to~~  
do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Services, shared areas of the Services you have not been invited to, WeVideo (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- publish any Prohibited Content;
- impersonate or misrepresent your affiliation with any person or entity; or
- violate the law in any way, or to violate the privacy of others, or to defame others.

## Copyright

### Notice of Copyright or Intellectual Property Infringement



WeVideo respects others' intellectual property and asks that you do too. In accordance with the Digital Millennium Copyright Act ("DMCA") of 1998, WeVideo will respond expeditiously to claims of copyright infringement committed using the Services if such claims are reported to our designated agent listed below in writing, by mail.

To be effective the notification should include:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit WeVideo to locate the material on the Services;
- information reasonably sufficient to permit WeVideo to contact you, such as an address, telephone number, and, if available, an e-mail address;
- 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;
- statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- your physical or electronic signature.

We reserve the right to remove any User Content alleged to be infringing and to terminate repeat infringers.

You acknowledge and agree that upon receipt of any notice of claimed infringement, WeVideo may immediately remove the identified materials from the Services and may disclose the notice to the party that originally posted the materials, without liability.

### **Counter-Notice by Accused User**



If we have taken down your materials due to suspicion of copyright infringement, you may dispute the alleged infringement by sending a written communication by mail to our designated agent below. That written communication should include the following:

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- a physical or electronic signature of the user;
- identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- a statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- the user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which such address is located, or if the user's address is outside of the United States, the Federal District Court for the Northern District of California, and that the user will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

Please send all notices under the above copyright infringement policies by mail to the following individual, designated as WeVideo's agent for receipt of notifications of claimed infringement:

WeVideo, Inc.  
149 Commonwealth Dr., Suite 2118  
Menlo Park  
CA 94025

or email: [legal@wevideo.com](mailto:legal@wevideo.com).

### **Repeat Infringers**

Your account will be terminated if, at WeVideo's sole discretion, you are determined to be a repeat infringer. Repeat infringers are users who have been the subject of more than one valid takedown request that has not been successfully rebutted.



~~The Services may contain links to third-party websites or resources. WeVideo does not endorse~~

and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply.

WeVideo reserves the right to replace, remove or charge for any or all Content Materials including graphics, transitions, music, sound effects, special effects and fonts. WeVideo can do this at any time without providing prior notice to the users.

The Content Materials that WeVideo offers are licensed to WeVideo and its users by the individual artists and partners. This content can be used in any video project without providing credit to the individual creators. In some cases, WeVideo partners have End User License Agreements(EULAs) that WeVideo is required to publish and that you must agree to in order to use the services of WeVideo. One such case is [Footage Firm, Inc. \(/footage-firm-inc\)](#).

## Termination

You can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately.

## WeVideo is Available "AS-IS"

THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, and "AS AVAILABLE" without warranty of any kind, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. Should applicable law not permit the foregoing exclusion of express or implied warranties, then WEVIDEO hereby grants the



minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from WEVIDEO, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not

expressly stated in this section. Additionally, WeVideo does not make any warranties that the Services will be uninterrupted, secure or error free or that your use of the Services will meet your expectations, or that the Services, or any portion thereof, is correct, accurate, or reliable. WeVideo reserves the right to change any part of the Services at anytime without notice. WeVideo has no responsibility for any harm to your computer system (including, for clarity, any mobile device based systems), loss or corruption of data, or other harm that results from your access to or use of the Services or Software.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WEVIDEO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT WEVIDEO HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of WeVideo and its affiliates shall not exceed THE AMOUNTS PAID BY YOU TO WEVIDEO FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION. The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The site would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.

### **Fair Use Policy on Storage and Export Time**

Some of the WeVideo subscription plans do not have set limits on storage or export time. Instead, we have a fair use policy, which limits total storage usage to a maximum of 1TB and export time to 96 hours. In addition the fair use policy assumes you are not violating our terms



of service and are not intentionally abusing the service by using excessive disk storage or video creation allowance.

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## Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

## Miscellaneous Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN FRANCISCO COUNTY, CALIFORNIA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and WeVideo with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third-party beneficiary rights. WeVideo's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but WeVideo may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. WeVideo and you are not legal partners or agents; instead, our relationship is that of independent contractors. Neither WeVideo nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance). There are no third-party beneficiaries to these Terms. The export and re-export of data via the Services may be controlled by the United States Export Administration Regulations. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is





subject to an embargo by the United States and you are solely responsible for ensuring that Administrators and End Users do not use the Services in violation of any export restriction or embargo by the United States. In addition, Customer must ensure that the Services are not provided to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

## Solutions

[for Work \(/business\)](#)

[for Schools \(/education\)](#)

[for Life \(/personal\)](#)

[Higher Education \(/highered\)](#)

[Nonprofits \(/nonprofit\)](#)

[Media \(/media\)](#)

[iOS \(/ios\)](#)

[Android \(/android\)](#)

[Plans \(/sign-up\)](#)

## Company

[Our story \(/about-us\)](#)

[Team \(/team\)](#)

[News \(/news\)](#)

[Jobs \(/careers\)](#)

[Events \(http://pages.wevideo.com/events\)](http://pages.wevideo.com/events)

[Affiliates \(https://partners.wevideo.com/\)](https://partners.wevideo.com/)

[Developer tools \(/apis\)](#)

[Press Room \(/press\)](#)

[Contact \(/contact\)](#)

## Resources

[FAQ \(/support#goto-faq\)](#)

[Support center \(/support\)](#)

[WeVideo Academy \(/academy\)](#)

[Blog \(/blog\)](#)



Inspiration for educators (<http://educators.wevideo.com/>)

Education newsletters (</newsletters>)

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(<https://facebook.com/wevideo>)

(<https://www.instagram.com/wevideo/>)

(<https://twitter.com/wevideo>)

(<https://www.youtube.com/user/wevideo>)

(<https://linkedin.com/company/wevideo>)



# Enterprise Terms of Service

## WeVideo Enterprise Agreement

This WeVideo Enterprise Agreement (the "Agreement") is between WeVideo, Inc., a Delaware corporation ("WeVideo") and you ("Customer" or "You") and the applicable persons authorized by you to access your Enterprise Account (each an "End User"), as applicable.

This Agreement incorporates the WeVideo Terms of Use ("Terms") (in particular the portion of the Terms entitled "Miscellaneous Legal Terms") and the WeVideo Privacy Policy ("Privacy Policy") and governs access to and use of the WeVideo for Business, WeVideo for Schools, WeVideo for Higher Ed and other WeVideo Enterprise services and any client software (the "Services" or "WeVideo for Enterprise"). To the extent this Agreement conflicts with the Terms, this Agreement controls. Please take note that in this Agreement, you are agreeing that your Administrator may be able to control account information and access to your Enterprise Account.

## 1. End Users.

1. Accounts. You may create a new account as part of a Enterprise account or convert an existing Free, Flex, Personal or Business Account into an Enterprise Account. Note - if you convert a personal Free Account into an Enterprise account, it will be subject to the Administrator's control and you will be required to use the Services in compliance with any employment obligations and policies imposed by the owner of the Enterprise Account.

2. Administrator Control. You may specify End Users as "Administrators" through the administrative console. You are responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrator use of the Services complies with this Agreement. WeVideo's responsibilities do not extend to the internal management or administration of the Services for you. Administrators may have the ability to access, disclose, restrict, or remove information in or from an End User's Enterprise Account. Administrators may also have the ability to monitor, restrict, or terminate access to an End User's Enterprise Account. The Administrator is also able to disassociate an End User from the Enterprise Account.

3. Age Restricted Users. Under certain circumstances, you may allow End Users under the age of 13 to use your Enterprise Account, subject to the following conditions:

1. You must control access to your Enterprise Account using the "Walled Garden" feature by checking the permission "Require exports to be approved" and unchecking the permissions "Public Gallery Page" and "Allow Public Sharing".
2. You must either be the legal parent or guardian of all End Users under 13 or you must obtain legally binding, written permission from the legal guardian or parent of such End User;
3. You shall maintain a process for allowing the legal guardian or parent of all End Users under the age of 13 to access all information that you store or maintain related to such End Users and respond to any requests to remove, modify, or update such information.
4. You agree to be solely responsible for all compliance with the Children's Online Privacy Protection Act ("COPPA") and all related rules and regulations and shall indemnify, defend, release, and hold WeVideo harmless for any actual or alleged violations or breaches of applicable law, including COPPA.
5. Customer will promptly notify WeVideo of any unauthorized use of, or access to, the Services or any alleged violation of COPPA.

4. Controller. When you own an Enterprise Account, you or your company act as a Controller of personal data, based on your or your company's privacy policies. For example, your company controls your data and WeVideo processes your data in accordance with privacy policies managed by your company.

5. Account owner data. When you or your company purchases an Enterprise Account, a special account—the Account Owner for the Administrator—is created. Every Enterprise Account has an account owner. Account owner data that we collect is used to create, bill, and maintain the Enterprise plan service ("Owner data").

6. Data policies. Users in an Enterprise Account are subject to the privacy policy set forth by the Administrator. Some Enterprise Accounts provide users with the additional ability to control some privacy settings within the WeVideo service. Under some circumstances, some data may also be subject to WeVideo's privacy policy. For example, if you have privacy settings available in the Manage account section, and you opt-out from all WeVideo privacy settings, then WeVideo is a processor of your Service data based on privacy policies established by your company. If on the other hand, when you are not a student, and you consent to some types of WeVideo data collection, then WeVideo's privacy policy will apply in those circumstances. For example, if you consent to receive WeVideo marketing communications to learn about our services and how to use them in your work, we will process that marketing data according to WeVideo's Privacy Policy

## 2. Customer Obligations.

1. Compliance. Customer will use the Services in compliance with the Terms, this Agreement, our Privacy Policy and all applicable laws, including COPPA. Customer will obtain and maintain any consent from End Users to allow Administrators to engage in the activities described in this Agreement and to allow WeVideo to provide the Services. Customer represents, and must ensure, that its End Users are governed by this Agreement, the Terms, and the Privacy Policy.

2. Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services.

3. Restricted Uses. Customer will not (i) sell, resell, or lease the Services or (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury. Customer, not WeVideo, is responsible for any applicable vertical or industry-specific regulation compliance.

## 3. Third-Party Requests.

1. "Third-Party Request" means a request from a third-party for records relating to an End User's use of the Services including information in or from an End User or Customer Enterprise Account. Third-Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

2. Customer is responsible for responding to Third-Party Requests via its own access to information. Customer will seek to obtain information required to respond to Third-Party Requests and will contact WeVideo only if it cannot obtain such information despite diligent efforts.

3. WeVideo will make commercially reasonable efforts, to the extent allowed bylaw and by the terms of the Third-Party Request, to: (A) promptly notify Customer of WeVideo's receipt of a Third-Party Request; (B) comply with WeVideo's commercially reasonable requests regarding its efforts to oppose a Third-Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third-Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third-Party Request, then WeVideo may, but will not be obligated to do so.

## 4. Communication Setting Management.

1. Customer is responsible for maintaining all "opt-in/out" settings for communications from or via WeVideo for all of Customer's End Users. Customer will use reasonable efforts to answer any requests from End Users regarding such settings.

## 5. Services.

1. Provision of Services. So long as Customer has paid in full all associated fees for the subscription, Customer may access and use the Services made available by WeVideo on the initial term commencing on the execution date and remain in effect for the time period set forth in the Customer's subscription.
2. Facilities and Data Transfer. WeVideo will use commercially reasonable efforts to ensure that all facilities used to store and process Customer Data meet commercially reasonable security standards. By using the Services, Customer consents to transfer, processing, and storage of Customer Data. "Customer Data" means any data and content stored or transmitted via the Services by Customer or End Users.
3. Modifications to the Services. WeVideo may update the Services from time to time. If WeVideo changes the Services in a manner that materially reduces their functionality, WeVideo will inform Customer, unless Customer has opted-out of communications of that type from WeVideo.
4. Limitations on Use of Services. WeVideo may impose reasonable limitations on bandwidth usage for the Services.
5. Customer List. WeVideo may include Customer's name in a list of WeVideo customers on the WeVideo website.
6. Contests and promotions. From time to time, Customer may use the Services to offer certain promotions or contests ("Promotions") in connection with generation of user generated content from users of our Service. In such event, Customer acknowledges and agrees that: (i) Customer shall be solely responsible and liable for the administration of such Promotion and fulfillment of all prizes in compliance with all applicable laws, rules, regulations, and statutes; (ii) Customer shall indemnify, defend, hold harmless, and release WeVideo from any and all claims by any person, party, or governmental authority arising out of or in connection with your Promotion, including any allegation that any Promotion violated any applicable law; and (iii) Customer shall publish in connection with all Promotions a complete, clear, and conspicuous set of rules.

## 6. Support.

1. Customer will, at its own expense, respond to questions and complaints from End Users or third-parties relating to use of the Services. Customer will use reasonable efforts to resolve support issues before escalating them to WeVideo.

## 7. Suspension.

1. Of End User Accounts by WeVideo. If an End User (i) violates this Agreement or the Terms; (ii) uses the Services in a manner resulting in excessive support requests; or (iii) uses the Services in a manner that WeVideo reasonably believes will cause it liability, then WeVideo may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, WeVideo may do so.
2. Security Emergencies. Notwithstanding anything in this Agreement, if there is a Security Emergency then WeVideo may automatically suspend use of the Services. WeVideo will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "Security Emergency" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third-party access to the Services.

## 8. Third-Party Services.

1. If Customer uses any third-party service with the Services, (a) the service may access or use Customer's or End User's information; (b) WeVideo will not be responsible for any act or omission of the third-party, including the third-party's use of Customer's or End User's information; and (c) WeVideo does not warrant or support any service provided by the third-party.

## 9. Fees & Payment.

1. Fees. Customer will (i) purchase the subscription (ii) pay the invoice within thirty (30) days after the date of the applicable invoice, and (iii) authorize WeVideo to charge using Customer's selected payment method, for all applicable fees. Fees are non-refundable except as required by law. Customer is responsible for providing complete and accurate billing and contact information to WeVideo. WeVideo may suspend or terminate the Services if fees are 30 days past due.
2. Upgrading. Customers upgrading the Service to a larger capacity level, will be billed on a pro-rated basis, from the date of upgrade, to the next renewal date of the original subscription.
3. Renewals. In the event that Customer desires to reinstate the subscription after allowing such services to lapse, the renewal term shall commence upon the expiration of the last term paid in full. For each renewal term of the subscription, Customer shall pay the current unit list price, less discount (if applicable). For any renewal term, the terms of this Agreement shall govern and all fees shall be payable within thirty (30) days after the invoice date and payable in advance of the applicable term. IF CUSTOMER'S ACCOUNT IS SET TO AUTO RENEWAL, WEVIDEO MAY AUTOMATICALLY CHARGE FOR THE RENEWAL, UNLESS CUSTOMER NOTIFIES WEVIDEO THAT CUSTOMER WANTS TO CANCEL OR DISABLE AUTO RENEWAL. WeVideo may revise Service rates by providing Customer at least 30 days notice prior to the next charge.
4. Taxes. Customer is responsible for all taxes. WeVideo will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide WeVideo with an official tax receipt or other appropriate documentation.

## 10. Term & Termination.

1. Term. This Agreement will remain in effect until Customer's subscription to the Services expires or terminates, or until the Agreement is terminated.
2. Termination for Breach. Either WeVideo or Customer may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.
3. Termination at Will. Customer may terminate Auto-Renewal Agreement at any time by disabling Customer's Services account via the Services administrative console. Termed multi-year Agreements cannot be terminated.
4. End User Termination. End Users may stop using the Services at any time. If an End User's Enterprise Account is converted into a personal Free Account, this Agreement will terminate for that account with respect to the End User except that the portions of the Terms that protect WeVideo's rights will continue to apply.
5. Effects of Termination. If this Agreement terminates: (i) the rights granted by WeVideo to Customer will cease immediately (except as set forth in this section); (ii) the rights granted by WeVideo to End User will cease immediately; (iii) WeVideo may provide Customer access to its account at then-current rates so that Customer may export its information; and (iv) after a commercially reasonable period of time, WeVideo may delete any data relating to Customer's account. All sections of this Agreement that favor WeVideo shall survive.

## 11. Indemnification.

1. By Customer. In addition to any of your indemnification obligations under our Terms, you will indemnify, defend, and hold harmless WeVideo from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement, our Terms, or any applicable law; or (iii) use of the Services by Customer's End Users.

## 12. Legal Terms.

1. THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

