

## **VIDYPS 79 D.O.O. END USER LICENSE AGREEMENT (EULA)**

By using this software ("Software", or "VIDYPS") owned by VIDYPS 79 d.o.o. ("Licensor") you accept all the terms and conditions of this Agreement. It was last updated on December 10, 2020.

### **1. THE MAIN TERMS OF THE AGREEMENT IN A NUTSHELL**

1. VIDYPS turns your Mac or PC into a broadcast quality video server enabling you to stream a playlist, capture video from your screen or use a camera and microphone to stream video.
2. VIDYPS allows direct to disk recording and using a branded logo to overlay the video stream.
3. The Licensor requires paying a fee on a monthly basis to grant a license under intellectual property laws to authorize a use to its Licensee. Registration is required.
4. The Licensor does not claim any ownership rights in Your content. You will continue to own Your content and can use it in any way that You choose.
5. You can terminate this Agreement at any time. The Licensor may prohibit you from using this software at any time due to your potential breach of this Agreement. The Licensor can terminate this Agreement at any time due to Your potential breach of this Agreement.

### **2. INDEMNITY**

You hereby indemnify and will at all times keep the Licensor and its parents, subsidiaries and affiliates fully and effectively indemnified from and against any and costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses whatsoever, including attorneys' fees arising out of or in connection with this Agreement, made against or incurred by the Licensor in consequence of any actual or alleged breach or non-performance by You of any of Your representations, warranties, undertakings or covenants, or Your violation of any material term or condition, contained in this Agreement. You agree to fully cooperate and act reasonably as required by the Licensor in the defence of any claim. Notwithstanding the foregoing, the Licensor retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against the Licensor.

### **3. COPYRIGHT AND RELATED RIGHTS ACT**

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According to the Serbian Copyright and Related Rights Act, a foreign author's work is protected in the Republic of Serbia provided:

- 1) that the author is a person copyright has been asserted to on the basis of an international treaty ratified by the Republic of Serbia;
- 2) that there is reciprocity between the Republic of Serbia and the country to which the author belongs

The Software is owned by VIDYPS 79 d.o.o. and its structure, organization and code are the valuable trade secrets of VIDYPS 79 d.o.o. VIDYPS 79 d.o.o. reserves all rights not expressly granted.

#### **4. ABUSE OF THE SOFTWARE**

By using the Software, You agree that You shall not do or cause anything to be done that causes You to receive an unfair advantage or in any way prejudices the operation of the Software or any part of it. In particular, You will not authorise, enable or engage in any activity which is or is intended to be fraudulent, unlawful, false or which artificially alters any information on or relating to the Software, including (by way of example) using incorrect email addresses, falsifying your personal information, misrepresentation, uploading unauthorized content, uploading duplicates of Your Content etc. The Licensor reserves the right to delete or move Your Content and any information relating to Your Content uploaded through the Software, in whole or in part, in our sole discretion. The Licensor reserves the right to suspend or terminate Your access to the Software with immediate effect and without notice to You, and to pursue all legal remedies if the Licensor believes, in its sole discretion, that You are in breach of any part of this clause.

#### **5. DEMONSTRATIONS**

You agree that the Licensor may use Your Content to demonstrate the functioning of the Software, provided that the Licensor shall not use Your Content as a direct product endorsement.

#### **6. RELATIONSHIP**

You acknowledge and agree that this Agreement sets out the business relationship between You and the Licensor. Nothing in this Agreement shall be construed: (i) to give either party the power to direct or control the daily activities of the other party; or (ii) to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, coowners, or otherwise as participants in a joint undertaking.

#### **7. NO OBLIGATION**

You acknowledge that the Licensor may change the scope of its services from time to time and without notice to You. The Licensor shall be under no obligation to stream or otherwise use Your Content.

## **8. SUPPORT**

VIDYPS 79 d.o.o. provides the technical support for using the Software. Contact VIDYPS 79 d.o.o. for more information.

## **9. MISCELLANEOUS**

All notices or other communications required under this Agreement shall be given by email to the relevant party at the email address provided at the time of its registration and shall be deemed to have been given on the date that the email is sent to the recipient.

Nothing in this Agreement shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Agreement.

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part of such provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

This Agreement is governed by and shall be construed in accordance with the law of Republic Of Serbia and in the event of a dispute the parties shall submit to the exclusive jurisdiction of the Serbian Courts.

The Licensor may, at its sole discretion, make changes to this Agreement at any time and will post any changes on this page. In certain circumstances, the Software may send an email to You notifying You of the change. You should, however, check this Agreement from time to time to ensure You are aware of any changes.

If You find any change unacceptable, please terminate this Agreement by ceasing to use the Software immediately. Failure to terminate this Agreement shall constitute Your acceptance of the new terms and conditions of this Agreement.

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