



**Non-exclusive
license agreement**

The Viral[®]
Group

Non-exclusive agreement ("Agreement")

This Agreement shall be effective from the date specified on the online form associated with this Agreement ("Date") and by such reference, the form constitutes part of this Agreement ("Form"). This Agreement is made between **The Viral Group limited of 15 Heritage park, Cannock**, WS11 7LT, United Kingdom ("TVG", "our" "us" or "we") and you ("you" or "your").

1. Content

The Content shall consist of all the visual or audio-visual content described on the Form (the "Content")

2. Permitted use of content

In consideration of a credit (to be agreed between you and us) and/or of the parties' respective obligations hereunder, we shall be entitled to edit, upload and monetise the Content (in whole or in part) on any of our (and any associated companies') websites and social media pages and on all media platforms in existence or created in the future ("Pages") in perpetuity. The foregoing shall include our right to grant any third parties the right to use the Content for any purpose and in any manner across any media platforms in perpetuity and for us to have absolute editorial discretion.

3. Warranties and representations

You warrant and represent that

- (a) you are the full, legal owner of all rights in and to the Content and you have the full right and power to enter into this Agreement and grant us the rights provided herein;
- (b) you have obtained all required permissions and releases from individuals, parties or locations, to enable you to grant us the rights granted herein; you further warrant that we will not be required to obtain any other rights or license or make any payments to any parties in order to exercise the rights provided by you herein;
- (c) nothing in the Content, nor our exploitation of the Content, will infringe or violate the rights or interests of any third party, including intellectual property rights, proprietary rights or rights of publicity or privacy, or bring us into disrepute;
- (d) there has been no infringement or likely infringement of the Content;
- (e) you have not granted, nor shall you grant, to anyone else any right which would conflict, with and/or prevent or impair in any way your right to grant us the rights specified herein;

(f) the Content does not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

4. Entire agreement

This Agreement sets out the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all previous agreements, assurances and understandings between the parties, whether written or oral, relating to its subject matter. This Agreement may not be modified or altered except in writing by both parties. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

5. Data protection

For the purposes of data protection legislation (including the Data Protection Act 1998 and General Data Protection Regulation 2016) you agree and consent to our holding and processing personal data relating to you in any form.

6. Assignment

We shall be entitled to assign the benefit of this Agreement to any third party.

7. Governing law

This Agreement shall be governed by the laws of England & Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

8. Acceptance

By clicking '**I accept**' in relation to this Agreement, you agree to be bound by the Terms set out under this Agreement.