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This licence agreement (**Licence**) is a legal agreement between you (**Licensee**) and Elliott Labs Limited trading as React Video Editor, a company registered in England and Wales with company number 16510804, whose registered office is at Adlink House, 86 The Highway, Hawarden, Flintshire, United Kingdom, CH5 3DJ (**RVE**).

RVE licenses use of the Software to the Licensee on the basis of this Licence. It does not sell the Software and it remains the owner of the Software at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "Get Editor" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSES 3.2, 6 AND 7.
- YOU SHOULD PRINT A COPY OF THIS LICENCE FOR FUTURE REFERENCE.

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Licence.

"Business Day" a day other than a Saturday, Sunday or public holiday in England.

"Business Hours" the period from 9.00am to 5.00pm on any Business Day.

"Fee" the annual licence fee payable by the Licensee to RVE, as advertised.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Third Party Additional Terms" the terms and conditions applicable to the Third Party Software and the open source software referenced at clause 2.3.1.

"Third Party Software" the third-party software identified.

1.2 Unless the context otherwise requires:

1.2.1 words in the singular include the plural and in the plural include the singular;

1.2.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and

1.2.3 any words following the terms including, include, in particular, for example or any similar expression shall be illustrative and shall not limit the sense of the words, description or definition preceding those terms.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 A reference to writing or written includes email but not fax.

1.5 Any reference to time is to that time in the United Kingdom.

2 Licence

- 2.1 In consideration of the Fee paid by the Licensee, RVE grants the Licensee a non-exclusive licence for a term of twelve (12) months commencing on the date of such payment to use: (i) the Software and (ii) any documentation made available on RVE's website from time to time in connection with the Software, subject to the terms of this Licence. Reminders will be sent prior to expiry of this Licence and any renewal will be subject to RVE's licence terms then in force, which may differ from this Licence.
- 2.2 Except as expressly set out in this Licence or permitted by applicable law, the Licensee undertakes:
- 2.2.1 to use the Software for professional or business purposes only;
 - 2.2.2 not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
 - 2.2.3 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or use it for any re-sale purpose;
 - 2.2.4 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.2.5 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (a) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (b) is not unnecessarily disclosed or communicated to any third party without RVE's prior written consent; and
 - (c) is not used to create any software which is substantially similar to the Software;
 - 2.2.6 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - 2.2.7 to supervise and control use of the Software and ensure that the Software is used by its employees and representatives in accordance with the terms of this Licence;
 - 2.2.8 to include RVE's copyright notice on all entire and partial copies it makes of the Software in any medium;
 - 2.2.9 not to provide or otherwise make available the Software in whole or in part (including to program listings, object and source program listings, object code and source code), in any form to any person other than its employees without RVE's prior written consent;
 - 2.2.10 to comply with all applicable technology control or export laws and regulations; and
 - 2.2.11 except as required to access the Software, not to use (or permit the use of) the Software via any communications network or by means of remote access.
- 2.3 The Licensee acknowledges that the Software:
- 2.3.1 comprises open source software, subject to the [MIT Licence](#) unless RVE notifies otherwise; and
 - 2.3.2 requires the Licensee to have access to the Third-Party Software, which the Licensee shall be responsible for procuring directly subject to the Third-Party Additional Terms.
- RVE reserves the right to suspend or terminate the Licence in the event any such components of the Software are unavailable for any reason.
- 2.4 The Licensee shall indemnify and hold RVE harmless against any loss or damage which it may suffer or incur as a result of the Licensee's breach of any Third-Party Additional Terms, however arising. RVE may treat any such breach as a breach of this Licence.
- 2.5 Unless otherwise agreed in writing, the Licence does not entitle the Licensee to access new versions, upgrades or updates save to the extent the same are made freely available by RVE to its licensees in general.
- 2.6 Any support or maintenance in respect of the Software is to be agreed with RVE in writing and may incur further cost.

3 Licensee's obligations

3.1 The Licensee shall:

3.1.1 keep a complete and accurate record of the Licensee's copying and disclosure of the Software and its users, and produce such record to RVE on request from time to time; and

3.1.2 notify RVE as soon as it becomes aware of any unauthorised use of the Software by any person.

3.2 The Licensee shall be solely responsible for ensuring any use of the Software in conjunction with AI tools is lawful, including ensuring the validity of any output generated by AI models and ensuring the validity of any subsequent product of the Software.

3.3 The Licensee shall provide to RVE, on request, reasonable information as to how the Software is being kept or used, for the purposes of ensuring that the Licensee is complying with the terms of this Licence.

4 Fees

4.1 At the time of signing up to this Licence, the Licensee shall pay to RVE the Fee. Payments shall be in made in full and without deduction or counterclaim. The Licensee acknowledges payment of the Fee is made via an external third party payment processing provider.

4.2 Unless otherwise agreed in writing in advance, the Fee shall be paid in GBP and the Licensee shall be responsible for any bank charges or exchange rate costs. RVE reserves the right to charge the Licensee for bank charges and related costs or losses it may incur as a result of breach of this clause, which payment shall be made on demand.

4.3 All payments made by the Licensee under this Licence are exclusive of VAT, which shall be payable in addition, where applicable, subject to receipt of a valid VAT invoice. All sums payable under this Licence are exclusive of any relevant local sales taxes, for which the Licensee shall be responsible. If the Licensee is required to make any deduction for or on account of tax from any payment due under this Licence (Tax Deduction):

4.3.1 the Licensee shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to RVE that it has so accounted; and

4.3.2 the amount of the payment due under this Licence shall be increased so that RVE receives an amount equal to the amount that would have been received by it, had the Licensee not been required to make any Tax Deduction.

If following the making of a Tax Deduction, RVE determines in its sole discretion that it has received and retained any credit, relief or other benefit as a result of the Tax Deduction, RVE shall pay such amount to the Licensee as RVE determines would leave RVE in the same position as if the Licensee had not been required to make any Tax Deduction.

5 Confidentiality and publicity

5.1 Each party undertakes that it shall not at any time during this Licence, and for a period of two (2) years after its termination or expiry, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other, except as permitted by clause 5.2.

5.2 Each party may disclose the other party's confidential information:

5.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Licence (and each party shall ensure that such persons comply with this clause 5 as if they were a party to the Licence); and

5.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.3 No party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Licence.

5.4 No party shall make, or permit any person to make, any public announcement concerning this Licence without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

6 RVE's warranties

6.1 Subject to clause 6.2, RVE warrants that the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described [on RVE's

website] for a period of ninety (90) days from the date of this Licence (Warranty Period). If, within the Warranty Period, the Licensee notifies RVE in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with those functions, RVE shall, at its option, do one of the following:

6.1.1 repair the Software;

6.1.2 replace the Software; or

6.1.3 terminate this Licence immediately by notice in writing to the Licensee and refund any of the Fee paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided in each case the Licensee provides all information that may be necessary to assist RVE in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable RVE to re-create the defect or fault.

6.2 The warranty above does not apply to the extent that any defect or fault results from:

6.2.1 the Licensee (or anyone acting with the authority of the Licensee) having amended the Software or used it outside the terms of this Licence for a purpose or in a context other than the purpose or context for which it was designed;

6.2.2 the Software being used in combination with any other software not provided by RVE (including AI tools), or it has not been loaded onto suitably configured equipment;

6.2.3 Third-Party Software or open source software.

6.3 RVE does not warrant that the use of the Software will be uninterrupted or error-free.

6.4 The Licensee acknowledges that the Software has not been developed to meet its individual requirements, including any cybersecurity requirements, and that it is therefore solely responsible to ensure that the facilities and functions of the Software as described on RVE's website meet its requirements.

6.5 The Licensee acknowledges that any open source software provided by RVE is provided "as is" and expressly subject to the disclaimer in clause 6.6.

6.6 All other conditions, warranties or other terms which might be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7 Limits of liability

7.1 Except as expressly stated in clauses 3.2 and 7.2:

7.1.1 RVE shall not in any circumstances have any liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (a) special damage even if RVE was aware of the circumstances in which such special damage could arise;
- (b) loss of profits;
- (c) loss of anticipated savings;
- (d) loss of business opportunity;
- (e) loss of goodwill;
- (f) loss or corruption of data;
- (g) wasted expenditure,

provided that this clause 7.1.1 shall not prevent claims for loss of or damage to the Licensee's tangible property that fall within the terms of clause 7.1.2 or any other claims for direct financial loss that are not excluded by any categories (of this clause 7.1.1; and

7.1.2 the total liability of RVE, whether in contract, tort (including negligence) or otherwise and whether in connection with this Licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fee last paid by the Licensee.

- 7.2 The exclusions in clause 6.6 and clause 7.1 shall apply to the fullest extent permissible at law but RVE does not exclude liability for: death or personal injury caused by the negligence of RVE or anyone acting on its behalf; fraud or fraudulent misrepresentation; any other liability which may not be excluded by law.
- 7.3 Any dates supplied by RVE for the delivery of Software shall be treated as approximate only. RVE shall not in any circumstances be liable for any loss or damage arising from any delay in delivery.

8 Intellectual property rights

- 8.1 The Licensee acknowledges that all Intellectual Property Rights in the Software belong to RVE or the relevant third-party owners (as the case may be) and the Licensee shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Licence and any applicable Third Party Additional Terms. If publicising use of the Software, the Licensee must add a “© React Video Editor” copyright notice or otherwise clearly attribute ownership of the Software to RVE.
- 8.2 The Licensee shall not, during or after termination or expiry of this Licence, resell, white-label or package any Software or other RVE source code within a SaaS product, nor shall it authorise any third party to do so. The Licensee shall also ensure that neither the Software nor any RVE source code is uploaded, submitted or otherwise made accessible to any AI-powered tools, services or platforms (including AI coding assistants or IDEs such as GitHub Copilot, Cursor or similar), especially where such use may result in the source code being stored, indexed or used for training purposes.
- 8.3 Subject to clauses 3.2 and 8.1, the Licensee shall own Intellectual Property Rights in any materials it creates using the Software.
- 8.4 RVE shall defend the Licensee against any claim that the Licensee's use of the Software in accordance with this Licence infringes any United Kingdom Intellectual Property Rights of a third party (Claim), and shall indemnify the Licensee for any amounts awarded against the Licensee in judgment or settlement of such Claim. For the avoidance of doubt, this clause 8.4 shall not apply where the Claim in question is attributable to: possession or use of the Software (or any part thereof) by the Licensee other than in accordance with the terms of this Licence; use of the Software in combination with any hardware or software not supplied or specified by RVE if the infringement would have been avoided by the use of the Software not so combined; or use of a non-current release of the Software.
- 8.5 If any third party makes a Claim, or notifies an intention to make a Claim, against the Licensee, RVE's obligations under clause 8.4 are conditional on the Licensee:
- 8.5.1 as soon as reasonably practicable, giving written notice of the Claim to RVE, specifying the nature of the Claim in reasonable detail;
- 8.5.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of RVE (such consent not to be unreasonably conditioned, withheld or delayed);
- 8.5.3 giving RVE and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable RVE and its professional advisers to examine them and to take copies (at RVE's expense) for the purpose of assessing the Claim; and
- 8.5.4 subject to RVE providing security to the Licensee to the Licensee's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as RVE may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.6 If any Claim is made or, in RVE's reasonable opinion, is likely to be made against the Licensee, RVE may at its sole option and expense:
- 8.6.1 procure for the Licensee the right to continue to use the Software (or any part thereof) in accordance with the terms of this Licence;
- 8.6.2 modify the Software so that it ceases to be infringing;
- 8.6.3 replace the Software with non-infringing software; or
- 8.6.4 terminate this Licence immediately by notice in writing to the Licensee and refund any of the Fee paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Software to the date of termination) on return of the Software and all copies thereof,
- provided that if RVE modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 6.1 and the Licensee shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this Licence been references to the date on which such modification or replacement was made.

- 8.7 Notwithstanding any other provision in this Licence, clause 8.4 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any open source software or Third-Party Software or through the breach of any Third Party Additional Terms by the Licensee.
- 8.8 This clause 8 constitutes the Licensee's exclusive remedy and RVE's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 7.1.

9 Data protection

Unless otherwise agreed in writing, each party shall act as a data controller in its own right and shall comply with all applicable data protection law.

10 Termination

- 10.1 Without affecting any other right or remedy available to it, RVE may terminate this Licence with immediate effect by giving written notice to the Licensee if:
- 10.1.1 the Licensee commits a material breach of any term of this Licence and (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified in writing to do so;
 - 10.1.2 the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 10.1.3 the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 10.1.4 the Licensee applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 10.1.5 a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Licensee other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;
 - 10.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Licensee (being a company, partnership or limited liability partnership);
 - 10.1.7 the holder of a qualifying floating charge over the assets of the Licensee (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - 10.1.8 a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee;
 - 10.1.9 a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Licensee's assets and such attachment or process is not discharged within fourteen (14) days;
 - 10.1.10 any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1.2 to clause 10.1.9 (inclusive);
 - 10.1.11 the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 10.1.12 the Licensee's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Licence is in jeopardy.

11 Entire agreement

- 11.1 This Licence, including any documents referred to in it, contains the whole agreement between the parties relating to its subject matter and supersedes all previous agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter. The Licensee acknowledges that in entering into this Licence it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.
- 11.2 The Licensee agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.

11.3 Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

12 General

- 12.1 RVE may update the terms of this Licence at any time on written notice. The Licensee's continued use of the Software following the deemed receipt of such notice shall constitute its acceptance to the terms of this Licence, as varied.
- 12.2 Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.3 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Licence. In such circumstances, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.4 A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 The Licensee may only transfer its rights or obligations under this Licence to another person with RVE's prior written approval. Any transfer or attempted transfer by the Licensee in breach of this clause shall entitle RVE to terminate this Licence; in the event of transfer of copyright in the Software, the Licensee shall make its copy of the Software unusable at the point of such transfer and shall indemnify RVE in respect of losses, costs and liabilities it may suffer or incur connected to such transferee's breach of the terms of this Licence. RVE may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Licence, provided it gives written notice to the Licensee.
- 12.6 This agreement does not give rise to any third party rights under the Contracts (Rights of Third Parties) Act 1999.
- 12.7 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute a party the agent of the other party or authorise a party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13 Force majeure

RVE shall not be liable for any delay or failure in performing its obligations caused by events or circumstances beyond its reasonable control, including failure of public or private telecoms networks. In such circumstances, RVE's obligations will be suspended and the time for performance of its obligations will be extended for the duration of such events or circumstances, and it will use reasonable endeavours to recommence performance as soon as possible.

14 Notices

- 14.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be:
 - 14.1.1 delivered by pre-paid first-class post or commercial courier at its registered office (if a company) or its principal place of business (in any other case); or
 - 14.1.2 sent by email to **hello@reactvideoeditor.com** or the address used by the Licensee in entering into this Licence, as applicable.
- 14.2 Any notice shall be deemed to have been received:
 - 14.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 14.2.2 if sent by pre-paid first-class post or commercial courier, at 9.00am on the second Business Day after posting (or fifth Business Day if sent internationally);
 - 14.2.3 if sent by email, at the time of transmission or, if this time falls outside Business Hours, when Business Hours resume.
- 14.3 RVE may serve general notices on licensees by posting on its website, which shall be deemed effective 24 hours after posting.
- 14.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

15 Governing law and jurisdiction

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of

England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim, save that RVE shall be entitled to bring proceedings in any other jurisdiction relevant to the Licensee.