

# Freedom Producer Program

This Freedom Producer Program Terms (“**Terms**”) forms a binding legal agreement between Above & Beyond Studios, Inc., Delaware, US, (referred to as “**Freedom TV+**”, “**we**” or “**us**”) and you (“**Producer**”), and sets forth the terms and conditions for Producer's participation in the Freedom TV+ Producer Program (“**Program**”) available on the application owned or controlled by Freedom TV+ , including, without limitation, the Freedom TV+ mobile application (“**Platform**”), our related websites, services, applications, products and content owned or controlled by us (collectively, the “**Services**”). These Terms are subject to, and shall also include, the Terms of Use of the Platform, the Privacy Policy of the Platform, the Privacy Policy of the Program, and the Terms & Conditions as such terms may be amended from time to time in accordance with the terms therein. In the case of any inconsistency between these Terms and the Terms of Use of the Platform, insofar as they relate to the Producer Program, these Terms will prevail.

*PLEASE READ THESE TERMS CAREFULLY BEFORE PARTICIPATING IN THE PROGRAM.  
IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PARTICIPATE IN THE PROGRAM.*

By participating in the Program, you agree to be bound by these Terms as a legal agreement. You represent that you are over 18 years old or older, and you have the authority to enter into this agreement personally or on behalf of the legal entity you represent and to bind that legal entity to this agreement. The parties agree in good faith to the following obligations and duties:

**1. The Program.** Producers are selected to participate in the Program, which provides access to certain Program Benefits (defined below). The Program will be provided to you at no costs, but you must have an account to become part of it.

**2. Program Benefits.** Producer will be given the opportunity to use the Program Benefits, but in no way is Producer required to take advantage of any of the Program Benefits. Program Benefits may change from time to time as Freedom TV+ elects and in accordance with section 3 of these Terms, but may include the following:

a. Dedicated Community Manager – A Freedom TV+ Community Manager will be assigned to Producer to assist with non-technical account issues, such as marketing idea generation and creative assistance when needed. The Freedom TV+ Community manager will not be Producer's agent, nor represent them in any way.

b. In-app activities – Producer may receive early information regarding hashtag challenges, campaigns or other in-app activations by Freedom TV+ or Freedom TV+ partners.

c. Insights – Producer may receive feedback from the Freedom TV+ Community Manager about Producer's Posted Content, e.g., if their content is performing well and/or how to improve it. Particularly, the Community Manager may provide the Producer analytics pertaining to their account performance. Any feedback provided by Freedom TV+ is meant to be used for Producer's sole personal benefit.

d. Invitation to Exclusive Events – Producer might be invited to attend exclusive events hosted or sponsored by Freedom TV+ , or Freedom TV+ partners.

e. Merchandise – From time to time, Freedom TV+ may provide Producer with promotional merchandise.

f. Early Access to Features – You may receive early access to upcoming product features and releases for beta testing.

**3. Program Availability.** Freedom TV+ reserves the right in its sole discretion to modify, terminate, establish, control, and limit any aspect of the Program from time to time. We may notify you about any changes to these Terms within 14 days, through a message by e-mail.

**4. Freedom TV+ Intellectual Property.** The Program, Services, and Platform (including all Freedom TV+ content included or accessible within) are the sole property of Freedom TV+ , and are protected by intellectual property rights.

**5. Your IP and License Grant.** You will retain all ownership and intellectual property rights in any content that you upload, post, transmit or have uploaded, posted, or transmitted to or through the Platform or Service (“Posted Content”) you create in connection with the Program and the Services. But in consideration for Freedom TV+ allowing your participation in the Program, you hereby grant Freedom TV+ a royalty-free, non-exclusive, worldwide, unrestricted and sub-licensable license to reproduce, distribute, publicly display, communicate to the public, publicly perform, make available, create derivative works from, broadcast, and retransmit (in certain contexts) Posted Content by any means and through any media and formats for the purposes of: (a) displaying and sharing your content to other users of the Service and (b) providing the Service as authorized by this Terms. The grant of the license is limited for the Term of your participation in the Program (defined below). No financial or other compensation will be made for the license. Freedom TV+ will have no obligation to use any of your Posted Content for any purpose, and any decision to use or not use your Posted Content for the before mentioned purposes will be in Freedom TV+ ’s sole discretion. Freedom TV+ has no obligation to notify you if it elects to use your Posted Content in any manner pursuant to the license granted to Freedom TV+ herein.

**6. Parties' Relationship.** Your participation in the Program does not imply any agency, representation, sponsorship, or endorsement between Freedom TV+ and you.

**7. Communications.** Subject to the Privacy Policy, you may receive promotional email communications regarding the Program from Freedom TV+ from time to time. If you would like to unsubscribe from these promotional emails, find and click the unsubscribe button at the bottom of the promotional emails. You may object to receive further emails without incurring any costs other than the costs of transmission in accordance with the basic tariffs.

**8. Confidentiality.** Any information about Freedom TV+, its affiliates, or its products, including the Platform and the Services, that is made available to you under this Program, including but not limited to this Agreement, that is not otherwise publicly available is Freedom TV+'s confidential information ("Confidential Information"). You agree not to disclose Freedom TV+'s Confidential Information to any third party under any circumstance, unless approved in writing by Freedom TV+ .

**9. Representations and Warranties.** You are solely responsible for your Posted Content and the consequences of posting it. By posting your Posted Content, you represent, and warrant that: a. your Posted Content does not and will not (i) infringe, violate, or misappropriate any third-party's and/or intellectual property, privacy or proprietary right, (ii) defame, harass, bully or impersonate any other person, or (iii) violate any other law, rule, or regulation; b. your Posted Content does not violate these Terms, the Community Policy, or the Freedom TV+'s Terms of Use, including those additional terms and policies incorporated by reference; c. unless you have received prior written authorization, your Posted Content specifically does not contain any pre-release or non-public beta feature or content or any confidential information of Freedom TV+ or third parties.

**10. Disclaimer.**

a. The liability of the Freedom TV+ is unlimited for damages arising out of injury to body or health or death based on any acts conducted by a legal representative or designated agent of Freedom TV+ , as well as for fraudulent misrepresentation. The liability of Freedom TV+ is unlimited pursuant to claims of data subjects in accordance with Art. 82 GDPR.

b. The Producer Program is provided for personal non-business use only and Freedom TV+ shall not be liable for any business losses.

c. In all other cases Freedom TV+ shall only be liable to the amount of the typically foreseeable damage and up to a maximum aggregate liability of [£250]. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on.

**11. Assignment.** Producer will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any or its rights or obligations under this Agreement without Freedom TV+ 's prior written consent. Freedom TV+ may freely assign this Agreement or any of its rights or obligations under this Agreement without the consent of the Producer.

**12. Applicable Law:** Any and all disputes and causes of action arising out of or connected with the Program and the enforceability of these Terms, shall be governed by laws in the United States of America, and shall be subject to the jurisdiction of the Delaware courts. You agree that these Program terms will be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws principles.