

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow



Contract Committee Review Request
MUST BE COMPLETED IN FULL.

Date: 9/13/2021

Contract/Agreement Vendor: WeVideo #41783

Name of Vendor <u>Robert Catalin Berte</u>		
Contact Person <u>1076 W. El Camino Real, Ste. 202</u>	Phone Number	
Address <u>Mountain View</u> <u>CA</u> <u>94040</u>		
City	State	Zip
Email address <u>robert-catalin@wevideo.com</u>		
Date of services <u>11-21-2021 - 11-20-22</u>		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :
W9 _____
And _____

Vendor Registration _____

Person Submitting Contract/Agreement for Review: Brandon Chitty

Name Site

Reason for Review: (New Agreement, Renewal...): New Agreement

Audience/Group to benefit from Contract/Agreement: Staff & Students

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: [Signature]

Signature

Does this Contract/Agreement utilize technology? No Yes

Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: [Signature]

(Signature)/Technology/Approval

Leadership Team Member: [Signature]

Signature

Funding Source: _____
Description OCAS Coding

Process: PLEASE FOLLOW ALL STEPS

1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on 10-11-21"
Date of Board Meeting
5. Attach this form with Contract/Agreement and Board Memo
6. The appropriate Leadership Team Member will review and submit to the Contract Committee
7. Keep copy for your records

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Dr. Janet Vinson

From: Karla Dyess

Date: 9/13/2021

Re: WeVideo – Online Video Creation and Editing Platform

SUBJECT

Accept and approve the New agreement between Broken Arrow Public Schools and WeVideo. Total cost to the district is \$299.00 for 12 months and will be paid with Chromedesk funds. B.Chitty

SUMMARY

WeVideo is an online creation and editing platform. WeVideo allows the Blended Learning Team to continue to make educational technology video tutorials and communication.

FUNDING

Chromedesk Funds

ENCLOSURES/ATTACHMENTS

Quote & Terms of Use

RECOMMENDATION

Approve



price quote/proposal

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Broken Arrow Public Schools
701 South Main Street
Broken Arrow, Oklahoma 74012
Brandon Chitty
blchitty@baschools.org

Date: 9/13/2021
Quote Expires: 12/12/2021

WeVideo Contact:
Robert Serte
robert-catalin@wevideo.com

Notes:

Table with 6 columns: Quantity, Product/Description, Unit Base Price, Unit Extended Price, Discount, Line Total. Includes rows for 30 users, storage capacity, and mobile app access, ending with a subtotal of \$299.00.

SECTION I - term length and subscription term discount options (CHECK ONE):

- [X] Purchase 12 months/1 year subscription for 30 users - rate of: \$299.00
[] Purchase 24 months/2 year subscription for 30 users - prepay: \$538.20 and save 10% on license*
[] Purchase 36 months/3 year subscription for 30 users - prepay: \$762.45 and save 15% on license*

*if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.

SECTION II - is a purchase order required to send an invoice to Broken Arrow Public Schools (CHECK ONE):

- [X] Yes, a school/district PO is required to invoice our school or district
[] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- [] Professional Development, full day, on site - \$3000
[] Professional Development, two day, on site - \$5500
[] Professional Development, 60 minutes, live online, Cohort of 20 - \$350 each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sale representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority. page 1 of 2

price quote/proposal page 2 of 2

school/district Broken Arrow Public Schools

contact Brandon Chitty

WeVideo contact: Robert Serte

ar@wevideo.com

sales@wevideo.com

Fax: 408-819-9441

Quote Expires:

1975 West El Camino Real Suite 202

Mountain View, CA 94040

Ph: 650-800-3403

10/13/2021

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

WeVideo account admin/owner **Name**

(who will log-in/manage the WeVideo account)

Admin/owner **Email**

Job title/role

Phone Number

BILLING INFORMATION

Accounts Payable Contact

Accounts Payable Email

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature

Date

Print Name

Print Title

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name Title Authorized Signature Date



Terms of Use

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

Last Modified: September 2, 2021

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. \(/enterprise-terms-of-use\)](/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.

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

Services may include downloadable software, which may update automatically on your device to newer versions. We grant you a worldwide, non-exclusive and non-transferable right to use the Services for any purpose that does not knowingly infringes on existing intellectual property rights. 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.

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.

Acceptable Use Policy

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:

- 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.
1975 W El Camino Real #202
Mountain View CA 94040

or email: 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.

Other Content

 The Services may contain links to third-party websites or resources. WeVideo does not endorse or assume any responsibility or liability 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. \(/footage-firm-inc\)](https://www.footagefirm.com/)

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 (1) 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 2TB 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.

(/) 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, Customr 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 (/sign-up)

[Business video maker \(/business\)](#)
[Educational video editor \(/education\)](#)
[Home movie maker \(/personal\)](#)
[Higher education \(/highered\)](#)
[Nonprofits \(/nonprofit\)](#)
[Youtube editor \(/youtube-video-editor\)](#)
[Facebook video maker \(/facebook-video-maker\)](#)
[Screen recorder \(/screen-recorder\)](#)

Devices

[iOS \(/ios\)](#)
[Android \(/android\)](#)
[Chromebook \(/devices/chromebook-video-editor\)](#)
[Windows \(/devices/windows-video-editor\)](#)

Company (/about-us)

[News \(/news\)](#)
[Events \(//pages.wevideo.com/events\)](#)
[Careers \(/careers\)](#)
[Affiliates \(https://app.impact.com/campaign-campaign-info-v2/WeVideo.brand\)](#)
[Referrals \(/refer-a-friend\)](#)
[Ambassadors \(/ambassadors\)](#)
[Developer tools \(/apis\)](#)
[Team \(/team\)](#)
[Press kit \(/press\)](#)

(/) Video tutorials (/academy)

Contact (/contact)

FAQ (/support#goto-faq)

Webinars for educators (/blog/category/webinars)

Remote learning resources (/remote-learning-resources)

Inspiration (/blog)

Ideas Hub for educators (<https://www.wevideo.com/education-resources>)

Excellent

