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This Fewcents End User License Agreement (the “Fewcents EULA” or “this Agreement”) sets forth the terms and conditions of a license agreement between you or the company that you are acting on behalf of (“End User” or “You”) and a digital content provider (“Content Provider”) for your access to digital content (“Fewcents Content”) from the Content Provider as enabled by the Fewcents Service.

As used herein, “Fewcents Content” means all content provided via Fewcents Service, such as graphical representations (photos, illustrations, charts), writings (articles, eBooks), cinematographic works (videos), music supplies (music files), readings (audio books, radio shows, podcasts), lectures and presentations, software or other data (e.g. databases) that is available in electronic form, irrespective of whether you download (reproduce) them or directly experience them, for example, by streaming through your internet browser or media player.

By downloading, accessing or using Fewcents Content through Fewcents Service, you irrevocably agree to this Fewcents EULA. If you do not agree with the terms of this Fewcents EULA, please do not access, download or otherwise use the Fewcents Content.

## 1. Scope

The Fewcents EULA is a legal agreement directly between the End User and the Content Provider. Fewcents assists the Content Provider with payment processing and distribution of Fewcents Content; Fewcents is not, however, a party to this Fewcents EULA.

## 2. Provision of Fewcents Content

Fewcents Content can be accessed via the website <https://wallet.fewcents.co> or through a Content Provider’s website. When you as an End User access Fewcents Content, you will be required to register for a Fewcents Account before you can gain access to further Fewcents Content or make any additional transactions.

## 3. Available Licenses

**The following terms apply to all licenses of Fewcents Content:**

- Non-exclusive. Your right of use is non-exclusive, i.e. the Content Provider may also make Fewcents Content available to other End Users, under similar or different license terms.
- Non-transferable. You may not resell, redistribute, share or transfer the Fewcents Content or your rights of use to any third party, except as specifically provided herein.
- Non-sublicensable. The Fewcents Content may not be sublicensed or subleased in any form to third parties, irrespective of whether for payment or free of charge.
- Fees. The license grant is conditioned on your payment of the amount specified by the Content Provider, on the payment terms specified by the Content Provider, for your use of Fewcents Content.

All Fewcents Content is protected by copyright and is owned or controlled by the Content Provider or the party credited as the provider of the Fewcents Content. You shall abide by all additional copyright notices, information, or restrictions contained in any Fewcents Content.

The Content Provider shall specify one of the following models for access and use of Fewcents Content (“License Type(s)”). The Content Provider hereby grants use rights as set forth below, consistent with the License Type specified in the dialogue box:

License Types	Private Perpetual	Commercial Time-limited	Commercial Perpetual
<b>Type of Permitted Use</b>	Fewcents Content may only be used by you for your own personal use, and may not be used for commercial purposes such as advertising, promotions or otherwise for purposes of a company. Company-internal use is prohibited.	Subject to the limitations in this Agreement, Fewcents Content may be used for your reasonable commercial requirements, including advertising, promotions, and company-internal use. Only your company or organization is permitted to directly use Fewcents Content.	Subject to the limitations in this Agreement, Fewcents Content may be used for your reasonable commercial requirements, including advertising, promotions, and company-internal use. Only your company or organization is permitted to directly use Fewcents Content.
<b>Right to Distribute</b>	Any broadcasting or distribution of content, for example via radio, streaming or similar means, is prohibited.	Distribution or performance, including radio broadcasting, streaming, or similar, of Fewcents Content is permitted insofar as this use is conducted by you at your own site, is not for rebroadcast or redistribution, and provided that you maintain all copyright and other notices contained therein.	Distribution or performance, including radio broadcasting, streaming, or similar, of Fewcents Content is permitted insofar as this use is conducted by you at your own site, is not for rebroadcast or redistribution, and provided that you maintain all copyright and other notices contained therein.
<b>Right to Reproduce</b>	You may not reproduce Fewcents Content except for routine backup purposes.	Provided that you maintain all copyright and other notices contained therein, you may make digital copies of the Fewcents Content for the limited purposes set forth in Type of Permitted Use above.	Provided that you maintain all copyright and other notices contained therein, you may make digital copies of the Fewcents Content for the limited purposes set forth in Type of Permitted Use above.

<b>Right to Modify</b>	Fewcents Content may not be modified, supplemented or otherwise altered.	You may modify or supplement the Fewcents Content, provided that modifications do not unreasonably alter the message intended by the Content Provider and that you maintain all copyright and other notices contained therein.	You may modify or supplement the Fewcents Content, provided that modifications do not unreasonably alter the message intended by the Content Provider and that you maintain all copyright and other notices contained therein.
<b>Time Limitations</b>	Subject to the terms of this Agreement, the right of use is perpetual and not time-limited. Fewcents Content may be used as long as such content is available from the Content Provider.	The right of use is unlimited within the period of use specified by the Content Provider. After expiration of the specified period of use, Content Provider has no obligation to offer and/or provide a license for continued use.	Subject to the terms of this Agreement, the right of use is perpetual and not time-limited. Fewcents Content may be used as long as such content is available from the Content Provider.

Any other rights of use and/or other intellectual property rights to the Fewcents Content that have not been expressly granted are reserved by the Content Provider.

## 4. Unauthorized Use

**Fewcents Content, irrespective of the applicable License Type, may not be used:**

- for purposes that are unlawful, offensive or in violation of any person’s right of privacy, or that are:
  - racist, unethical, immoral or comparably objectionable;
  - harmful to minors, in particular content that glorifies violence or pornographic content;
  - for, or in connection with, any unsolicited or unauthorized advertising, junk mail or spam, chain letters or snowball systems, links to partners or other forms of customer advertising that are expressly prohibited in accordance with the respective applicable law or are viewed as anticompetitive practice;
- to spread viruses, worms, Trojans, malware, infected or corrupt files, hoaxes or other activities generally viewed as harmful or fraudulent;
- in a way that violates third party rights, including rights of publicity, personal rights or data privacy or intellectual property rights;
- in a manner that negatively impacts or damages devices, software, networks or services of the Content Provider, Fewcents or third parties.

The Content Provider reserves the right to terminate this Agreement and withdraw your rights of use, effective immediately, if you violate this Fewcents EULA.

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## 5. Audit

The Content Provider reserves the right to audit your use of Fewcents Content either itself or via a third party in order to verify (i) your compliance with this Fewcents EULA and (ii) proper invoicing and payment. In the event of an audit, you will provide all the relevant documentation and cooperate with the Content Provider and the assigned auditors. Audits will be carried out at the expense of the Content Provider unless the audit reveals that you have violated the Fewcents EULA. In this case, you will bear the costs of the audit and will compensate the Content Provider for any payment shortfalls. If a violation stems from exceeding your rights of use, you will be required to pay the charge for the License Type that most closely corresponds to the actual use. This payment, however, is not in any way associated with any expansion in your rights of use.

## 6. Payments, Method of Payment

Fees shall be billed by the Content Provider via the Fewcents payment method. If you are not yet a Fewcents End User, you can download Fewcents Content by registering with Fewcents Service.

Fees for Fewcents Content shall be determined by the Content Provider. The Content Provider may specify either non-recurring (purchase) or recurring (e.g. subscription) payments.

If you unlawfully fail to pay the charge that the Content Provider is entitled to receive for reasons that are your responsibility (e.g. return debit, chargeback), all rights of use to the Fewcents Content will be suspended until the overdue amount is paid in full.

## 7. Warranty

You guarantee that you will only use Fewcents Content consistent with the License Type you have acquired the rights of use for.

You are responsible for determining whether certain Fewcents Content is permissible in your jurisdiction and whether you are permitted to own or use it.

Fewcents and partners of Fewcents are used by the Content Provider to provide you with access to the Fewcents Content and to receive payments for the Content Provider. Any claims you may have regarding Fewcents Content are to be addressed solely and exclusively with the Content Provider.

YOU HAVE NO RIGHT TO BRING ANY CLAIM, ACTION, LAWSUIT OR PROCEEDING AGAINST FEWCENTS AND PARTNERS OF FEWCENTS WITH REGARD TO THE FEWCENTS CONTENT.

## 8. Indemnity

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You will indemnify, defend and hold Content Provider, Fewcents, and their officers, employees, shareholders, directors, managers, members and suppliers, harmless against any damages or liability of any kind arising from your use of the Digital Content other than the uses expressly permitted by this Agreement. You further agree to indemnify Content Provider and Fewcents for any costs and expenses that Content Provider or Fewcents incurs in the event that you breach any of the terms of this Agreement.

## 9. General Provisions

You are personally bound to the rights of use granted to you under this Agreement by the Content Provider contractual partner. You are not permitted to assign this contract to a third party without the prior consent of the Content Provider.

This Agreement is governed by and construed in accordance with the laws of Singapore, without giving effect to any principles of conflicts of law AND IS SPECIFICALLY NOT GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. For any action at law or in equity relating to this Agreement, you agree to resolve any dispute you have exclusively in a court located in Singapore, and to submit to the personal jurisdiction of the courts located in Singapore for the purpose of litigating all such disputes.

If any of the provisions of this Fewcents EULA should be illegal, invalid, void, contestable or unenforceable, the remainder of the Fewcents EULA shall remain unaffected. In such cases, the contract partners shall agree on a valid provision that comes closest to the original intention of the parties as far as is possible by law.

## 10. DMCA Policy

Fewcents respects the intellectual property rights of others and expects its End Users and Content Providers to do the same, in accordance with the Digital Millennium Copyright Act of 1998, available at [www.copyright.gov/legislation/dmca.pdf](http://www.copyright.gov/legislation/dmca.pdf).

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright concerning Fewcents Content, please report alleged copyright infringements taking place on or through Fewcents by completing the following DMCA Notice of Alleged Infringement and delivering it to Fewcents' Designated Copyright Agent. Upon receipt of Notice as described below, Fewcents will take whatever action, in its sole discretion, it deems appropriate in order to comply with the DMCA, including terminating access to the challenged Fewcents Content and suspending or terminating the associated account.

### DMCA Notice of Alleged Infringement ("Notice").

- Identify the copyrighted work that End User claims has been infringed, or - if multiple copyrighted works are covered by this Notice - End User may provide a representative list of the copyrighted works that End User claims has been infringed.

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- Identify the material End User claims is infringing (or the subject of infringing activity) and to which access is to be disabled.
  - Provide End User mailing address, telephone number, and, if available, email address.
  - Include both of the following statements in the body of the Notice:
    - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
    - “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
  - Provide your full legal name and your electronic or physical signature.
  - Deliver this Notice, with all items completed, to Fewcents’ Designated Copyright Agent:

Copyright Agent  
Monetise Pte. Ltd.  
700 Lor 1 Toa Payoh, #10-14, Singapore 319773  
[copyright@fewcents.co](mailto:copyright@fewcents.co)

## 11. Entire Agreement

If you are using Fewcents Content on behalf of a legal entity, you represent that you are authorized to enter into this EULA on behalf of that legal entity. This EULA constitutes the entire agreement between you and the Content Provider and governs your use of the Fewcents Content, superseding any prior agreements between you and the Content Provider.

The Content Provider may assign these Terms of Use or any rights hereunder without your consent.

**Last Updated:** May 10, 2020