

LIGHTRICKS™

TERMS OF USE

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Last Updated: February 14, 2024

General Terms of Use

Welcome to Lightricks! **Lightricks Ltd.** and its affiliates (the “**Company**” or “**Lightricks**” or “**Us**” or “**We**”) with corporate address Building 5.4, Professor Racah, Givat Ram Campus Jerusalem, Israel, 91904, company number 514879071 and e-mail address contact@lightricks.com, offers mobile software applications (each, an “**App**”) and web services (each, a “**Web Service**”), allowing you (“**you**,” “**your**,” or “**User**”) to create, edit, perfect, and share photos, videos, remakes, and link-in-bios. You can share your creations through the Services (defined below), social media, and/or email, or enjoy our how-to guides.

These *Terms of Use* (the “**Agreement**”) is a contract you are entering into with Lightricks – so you should read through all of it. Lightricks can also make changes to this Agreement – see more details about that in Section 14.2 (*Agreement Modifications by Lightricks*) below. If you are entering into this Agreement on behalf of an entity (such as your employer), you represent that you have full authority to bind such entity to this Agreement, and in such cases references to “you” and “your” shall mean that entity.

ARBITRATION NOTICE: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION AGREEMENT – SEE SCHEDULE A ATTACHED BELOW. PLEASE READ THAT SCHEDULE CAREFULLY, SINCE IT MAY REQUIRE YOU AND LIGHTRICKS TO ARBITRATE CERTAIN DISPUTES AND LIMIT THE MANNER IN WHICH BOTH PARTIES CAN SEEK RELIEF. THERE IS, HOWEVER, AN OPTION TO OPT OUT IF YOU HAVE NOT PREVIOUSLY AGREED TO ARBITRATION. THE MANDATORY ARBITRATION AGREEMENT IS NOT BINDING UPON EU RESIDENTS.

As used herein: (a) “**Services**” means the App and Web Services collectively and/or individually (as the case may be), as well as any related intellectual property (such as Service Content and Features); (b) “**Content**” means any text, data, information, username, handle name, files, images, graphics, sounds, music, videos, audio clips, links, and/or other similar materials; and (c) “**Service Content**” means any Content (excluding your Account Content) appearing or made available on or in the Services. For the avoidance of doubt, Stock Content and/or any third-party integrated AI-generated Artwork (defined below) are examples of Service Content.

1. **LIGHTRICKS SERVICES**

- 1.1. **Your Rights.** Subject to the terms and conditions of this Agreement, you are given a personal license and right to access and use the applicable Services (and in the case of an App, to also install the App on your device) (collectively, the “**Subscription**”). This Subscription is non-exclusive, non-transferable, and non-sublicensable, and the Subscription only lasts while this Agreement remains in effect. As used herein, a “**Paid Subscription**” means a Subscription to any fee-based portions of the Services, as deemed by Lightricks at its sole discretion.
- 1.2. **AI Terms of Use.** Our Services include an AI feature, which is subject to additional terms, and your use of the Services, including your use of the AI feature, is subject to and you agree to the AI Terms of Use, attached hereto as **SCHEDULE B**.
- 1.3. **Content.** Your use of the Services and your Account Content (defined below) are subject to and you agree to the **Account Content License** and **Content Rules** attached hereto as **SCHEDULE C**, which shall extend to any content created in or imported to the Services.
- 1.4. **Prohibited Uses.** As a condition to your Subscription, you agree not to engage in (or encourage or permit others to engage in) any of the *Prohibited Uses* specified in **SCHEDULE D** attached hereto (the “**Prohibited Uses**”).
- 1.5. **Community Guidelines.** Your use of the App is subject to and you agree to the Community Guidelines which can be found here: <http://static.lightricks.com/legal/platform-community-guidelines.pdf> (“**Community Guidelines**”).
- 1.6. **Refund and Cancellation Policy.** Refunds that are not done through the Apple Store or the

Google Play Store are permissible in accordance with our Refund and Cancellation Policy, which can be found here: <https://static.lightricks.com/legal/refund-policy.pdf> (“**Refund Policy**”).

- 1.7. **Restricted Access.** The Services are delivered electronically, and shall be deemed accepted by you upon delivery. Some modules, tools, features, or other functionality (collectively, “**Features**”) may only be available to Paid Subscriptions. Paid Subscriptions themselves shall also be subject to whatever limitations may be specified in the corresponding Paid Subscription plan or package (such as limitation on the number of authorized users, usage volume or duration), and some Features may be subject to additional fees, irrespective of a Paid Subscription, for example for some Stock Content.
- 1.8. **Feedback.** If you provide Lightricks with any feedback (e.g., questions, comments, suggestions or the like), in any media, including without limitation, in any social media platform or Google Play and/or Apple Store, regarding the Services and/or our Apps (collectively, “**Feedback**”), all rights in such Feedback shall belong exclusively to Lightricks and you hereby irrevocably and unconditionally transfer and assign to Lightricks all Intellectual Property Rights you have in such Feedback and waive any and all moral rights that you may have in respect thereto. It is further understood that you represent that the Feedback you provide does not include Confidential Information of third parties. Lightricks may use the Feedback at its sole discretion, including without limitation, for commercial use.
- 1.9. **Changes to the Services.** Lightricks reserves the right, from time to time, for a valid reason, and as further detailed hereafter, at its sole discretion, to: (a) change any Features and/or other aspects (such as the design, layout, or availability) of the Services; (b) deactivate any Features, including without limitation deactivating any free Features and offering them only as part of a Paid Subscription or subject to additional payment (and *vice versa*); and (c) stop supporting (or limit compatibility with) certain devices and operating systems, in which case your access to the Services on such devices or operating systems may be impaired. We may change our Services to better reflect, but not limited to, improvements or enhancements made to our Services to adapt to a new technical environment, an increased number of users or for other important operational reasons. Where required by applicable law, we will inform you of any material change to the Services and you will be allowed to terminate the Agreement with no additional costs. Where required by applicable law, we will notify you in advance (either via email, via your Account, and/or within the Services) in the event we decide to shut down or discontinue any App, Web Service, and/or the Services as a whole.
- 1.10. **Reservation of Rights.** For the avoidance of doubt, the Services are only licensed to you, and no title in them passes to you. Any rights not expressly granted herein are hereby reserved by Lightricks and its licensors, and you are granted no other right or license in the Services, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.

2. **YOUR ACCOUNT AND YOUR CONTENT**

In order to access the Services, you may be required to register for an account by submitting the information requested in the applicable web form or interface (“**Account**”). You alone are responsible for providing up-to-date accurate information, maintaining the confidentiality and security of your Account (and user sub-accounts) and credentials, as well as for all activities that occur in such Account. Information collected by us in creating your Account will be used and processed in accordance with our *Privacy Notice* (available at <https://static.lightricks.com/legal/privacy-policy.pdf>), which is incorporated into this Agreement by reference. You are responsible for all of your Account Content, and you agree to the *Community Guidelines*. “**Account Content**” shall mean Content inputted, imported, uploaded, linked, shared, posted, published, stored, or otherwise generated by you in relation to your use of the Services.

3. **PAYMENT**

- 3.1. **Fees.** Certain Services and Features are only offered under a Paid Subscription, and certain Service Content is only offered for payment (such as Premium Stock Content and certain other Stock Content). You agree to pay whatever fees and other charges are presented to you when you subscribe to a Paid Subscription or purchase paid Service Content (collectively, the “Fees”). If the payment plan is on a recurring-subscription basis, you agree to pay the Fees in accordance with the applicable billing cycle (“Billing Cycle”). If you downloaded the App from the Apple Store or the Google Play Store, refunds are permissible in accordance with their refund policy; otherwise refunds are permissible in accordance with our [Refund Policy](#), which is incorporated into this Agreement by reference. Except as stated in those policies, all Fees are non-refundable and non-cancellable. Moreover, amounts payable are exclusive of all applicable sales, use, consumption, VAT and other taxes.
- 3.2. **Payment Methods and Processing.** Payments may be processed via the relevant App Marketplace (defined below), as well as any other third-party payment methods which we make available (such as via PayPal and certain supported payment cards). You must provide accurate billing information, and promptly update any changes to it (such as card numbers and expiry dates). If you are paying via credit or debit card, you represent that you are the authorized user of the card, and you authorize Lightricks (and any third party payment processor) to collect payment from you, on a recurring basis (if applicable), and to take all other necessary billing actions. If payment is made via a third-party payment processor, you will also be subject to its terms and conditions (over which we have no control) – so carefully read those terms. With respect to direct credit card Web Service purchases, Lightricks UK Ltd., Lightricks US, Inc. or Lightricks GmbH are responsible for the execution of your transaction and will initiate your payment on behalf of Lightricks Ltd. and Lightricks US, Inc. in Canada and the US respectively, who will issue the legal purchase receipt.
- 3.3. **Cancellation.** You can cancel your Paid Subscription at any time, and you will continue to have access to the Service through the end of the billing period (i.e. if you purchased a monthly subscription, you will have access until the end of the applicable month). To the extent permitted by the applicable law, and unless otherwise detailed in the [Refund Policy](#), payments are non-refundable and we do not provide refunds or credits for any partial Paid Subscription periods or unused Services. To cancel, please follow the instructions detailed in our [Refund Policy](#). If you cancel your Paid Subscription, your account will automatically close at the end of your current billing period.

4. **INTELLECTUAL PROPERTY**

- 4.1. **Services.** All rights, title and interest (including without limitation all Intellectual Property Rights) in and to the Services, including without limitation, any Feedback, is and shall remain exclusively owned by Lightricks and/or its licensors.
- 4.2. **Lightricks Brands.** The trademarks and branding displayed in the Services, as well as their associated goodwill, are and shall remain exclusively owned by Lightricks and/or its licensors (collectively, the “Trademarks”). Some of those Trademarks may also be registered by their respective owners. You may not use or register any trademark that is confusingly similar to any Trademarks, and you must refrain from any action that may dilute, tarnish, or damage the Trademarks or their associated goodwill.
- 4.3. **Illicit Content Policy.** It is Lightricks' policy to respect the rights of copyright owners, and we will respond to notices of copyright infringement in accordance with our *Illicit Content Policy*, set forth in **SCHEDULE E** below.
- 4.4. **Definition of Intellectual Property Rights.** “**Intellectual Property Rights**” shall mean any rights,

titles, and interests (under any jurisdiction, whether protectable or not, and whether registered or unregistered) in and to any inventions, discoveries, works of authorship, domain names, software, algorithms, designs, databases, data, know-how, technology, and/or other intellectual property, and includes without limitation patents, copyright and similar authorship rights, personal rights (such as Moral Rights, rights of privacy, and publicity rights), architectural, building and location (and similar geography-based) rights, mask work rights, trade secret and similar confidentiality rights, design rights, Trademarks, as well as all related applications and goodwill.

5. **PROMOTIONAL CODES**

Promotional Codes (“**Promotional Codes**”) are made available by Lightricks (either directly or through a partner) and may be used subject to this Agreement.

- 5.1. **Use of Promotional Code.** Promotional Codes may only be used as permitted under this Agreement. A Promotional Code may be made available only in the following ways: (a) by auto renewing a Paid Subscription; or (b) by making a one-time payment (“**OTP**”). Each Promotional Code provides limited access to certain Paid Subscription features, in accordance with the terms of each such Promotional Code (i.e., for a certain period of time or at a certain discount, as stated upon receipt of the Promotional Code, or in the case of a gift Promotional Code, for an OTP). Upon activation of the Promotional Code and before the expiration or use of same (the “**Promotional Period**”), except in the event of an OTP, by submitting valid payment details that are accepted by Lightricks, You hereby (i) confirm your acceptance of this Agreement with respect to the Promotional Code; (ii) accept and agree to the terms of this Section 5. For avoidance of doubt, it is hereby clarified that in some circumstances, the Promotional Code is, and will be, subject to an overall limit of allowed redemptions, as determined by Lightricks at its sole discretion.
- 5.2. **Eligibility.** In order for a User to be eligible for a Promotional Code (each an “**Eligible User**”), Eligible Users must satisfy all of the following conditions: (a) must not be a current subscriber (unless they are utilizing a Promotional Code that is advertised as available to current subscribers); (b) if needed, and where applicable, provide Lightricks with a valid and current payment method that is approved by Lightricks; (c) meet any and all additional eligibility requirements (if any) as advertised from time-to-time in connection with a Promotional Code; and (d) comply with the terms of this Agreement and any other valid and applicable terms of use of any relevant Lightricks product or service. Eligible Users may accept and use a Promotional Code only once. Eligible Users will be responsible for all taxes resulting from the use of the Promotional Code.
- 5.3. **Availability.** A Promotional Code must be accepted and redeemed within the Promotional Period, and Lightricks is not responsible for any Promotional Codes not redeemed therein. Failure to use a Promotional Code within the Promotional Period shall result in the forfeiture of such Promotional Code. Except where prohibited by law, Lightricks reserves the right to modify, suspend or terminate a Promotional Code at any time and for any reason, in which case Lightricks will not accept any subsequent utilizations of that Promotional Code. It is hereby clarified that no cash value, credit, change, or any other monetary value outside of the provided Lightricks services, will be given in exchange for any such Promotional Code, as stated therein.
- 5.4. **Duration and Cancellation.** Unless an Eligible User cancels their Paid Subscription before the end of the Promotional Period, the Eligible User will automatically become a recurring subscriber (a “**Recurring Subscriber**”) and their subscription will continue to automatically renew for additional periods equal to the expiring Paid Subscription term and on such terms as are available on Lightricks’ website and/or apps at the time of renewal, unless they cancel before the end of any relevant post-Promotional Period Paid Subscription term pursuant to

this Agreement. The Recurring Subscriber's provided payment method will automatically be charged for the then-current subscription price, if applicable. Each month, upon renewal, the Recurring Subscriber will be charged the full amount of the Paid Subscription. If an Eligible User cancels their Paid Subscription during the Promotional Period, they will still be able to access the Paid Subscription and said Eligible User hereby understands and agrees that they will receive no refund or exchange of any kind, including for any Content (defined in this Agreement) or data associated with their use of the Service, or for any other reason.

- 5.5. Additional Terms. To the extent allowed under any applicable law, Lightricks reserves the right to unilaterally alter any applicable terms to a Promotional Code (including without limitation the terms herein). It is hereby clarified that Lightricks provides no representations with respect to the Promotional Code, its operation, nor any benefit or value it may or may not provide any Eligible User. Lightricks shall not be responsible nor liable for any damages, in any way, that may result from an Eligible User's use of any Promotional Code.

By using a Promotional Code, an Eligible User understands and agrees that their anonymized aggregated data may be shared by Lightricks with the partner or provider who made the Promotional Code available for use.

The terms applicable to any use of a Promotional Code, as provided herein, do not alter or derogate in any way from the applicability of this Agreement, as applicable to any Lightricks product or service.

6. ADVERTISEMENTS AND THIRD-PARTY INTERFACES AND LINKS

- 6.1. We may present third party advertisements of feature products and services of third parties or feature links to websites operated by third parties in the Services. Inclusion of advertisements does not mean that we endorse the goods or services that they offer, and we bear no liability for any decision by you to purchase or otherwise receive such goods or services. Moreover, we may cooperate with advertisers to offer you sponsored goods or services. The sponsored goods and services are offered by their respective providers, are under their exclusive responsibility, and we shall have no liability for such goods or services. If you encounter any problem with the sponsored goods or services, you agree to contact the third-party providers, not us.
- 6.2. The Services may include links to other websites not owned or controlled by Lightricks. The Services may also include features provided by third parties through an application programming interface (API) of such third party. Such third parties solely control and assume liability for any loss, damage or harm arising from: (a) the privacy policies or other practices of such third parties; or (b) the content or availability of any such websites or features, and Lightricks does not endorse any materials available from such websites or features.
- 6.3. Lightricks encourages you to be aware when you leave the Services. You should read the terms and conditions and privacy policy of each third-party website and features before you provide them with your personal information or other Content. You are responsible for complying with the terms of all such third-party websites and features.
- 6.4. Lightricks may earn a commission when users click on or make purchases via third-party affiliate links.

7. OPEN SOURCE AND ADDITIONAL SOFTWARE COMPONENTS

The Services contain certain open source code or additional software components that may be subject to additional specific license terms ("**Third Party Components**"). By accepting this Agreement, you also agree to be bound by these license terms with respect to the aforementioned Third Party Components. If there is a conflict between the licensing terms of such Third Party Components and this Agreement,

the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. This Agreement does not apply to any Third Party Components accompanying or contained in the Services and Lightricks disclaims all liability related thereto. You acknowledge that Lightricks is not the author, owner or licensor of any Third Party Components, and that Lightricks makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. The relevant Third Party Components contained in the Services and the licenses applicable to them can be found under the Settings section in each App in Android, or under the Settings in your iOS device, when you navigate to each App, as may be updated from time to time.

8. **DISCLAIMER OF WARRANTIES**

- 8.1. USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, LICENSORS, AGENTS AND AFFILIATES (COLLECTIVELY, THE “**LIGHTRICKS PARTIES**”) DISCLAIM ANY AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, NON-INFRINGEMENT, OR THAT ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE.
- 8.2. WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (B) THE SERVICES WILL BE FREE FROM MALWARE, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; AND/OR (C) THE CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, LAWFUL, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN REPRESENTATION, ADVICE OR STATEMENT MADE BY US OR ON OUR BEHALF, WHICH IS NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A REPRESENTATION, WARRANTY, GUARANTEE, OR CONDITION OF ANY KIND. ANY HOW-TO GUIDES OFFERED ARE FOR YOUR INFORMATION ONLY, AND YOU MAY NOT RELY ON THEM FOR ANY ACADEMIC, VOCATIONAL OR PROFESSIONAL CERTIFICATION.
- 8.3. THE SERVICES AND APPS ARE PROVIDED TO YOU ON “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE APP OR THE SERVICES, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES (OR LACK THEREOF), (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY USER CONTENT OR CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER CONTENT OR CONTENT UPLOADED, POSTED, SUBMITTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR SERVICES FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF

PRODUCTS OR SERVICES.

IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN THE SERVICES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, (VI) ANY USE OF THIRD PARTY CONTENT FOR WHICH A COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY DEFENSE, INCLUDING WITHOUT LIMITATION, FAIR USE, IS INAPPLICABLE TO ANY CONTENT HOSTED ON THE SERVICES, AND/OR (VII) ANY ERRORS OR OMISSIONS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 8.4. No Company Liability for Prohibited User Content. YOU AGREE THAT YOU WILL NOT HOLD THE COMPANY RESPONSIBLE OR LIABLE FOR ANY CONTENT YOU ACCESS THROUGH THE SERVICES AND YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY IS AND WILL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- 8.5. You understand and acknowledge that You may be exposed to material that is inaccurate, offensive, indecent, or otherwise objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against the Company with respect thereto.
- 8.6. Indemnity. You agree to defend, indemnify, and hold harmless the Company, its subsidiaries, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Services; (ii) Your violation of any term of the Contracts; (iii) Your violation of any third party right, including without limitation any Intellectual Property or privacy right; or (iv) any claim that Your User Content caused damage to a third party. This defense and indemnification obligation survives termination or expiration of the Contracts and Your use of the Services and/or App(s).

9. EPILEPSY WARNING

Some videos produced using our Apps, by Lightricks and Lightricks users, and/or hosted by Lightricks, including on our Apps, may contain flashing lights, flashing effects, strobes, and other effects and features that could lead to headaches, seizures, potential side effects, adverse consequences, and other health risks related to your use of the Services, including our Apps and Web Services (the “**Side Effects**”), which include, but are not limited to: Lightheadedness, high levels of emotional stress, altered vision, eye or face twitching, loss of consciousness, seizures. If you or anyone in your household has an epileptic condition, please consult your doctor before using the Services. If you experience any Side Effects while using the Services, please immediately discontinue your use of our Apps and Services and consult your doctor. You acknowledge and agree that Lightricks bears no responsibility for the occurrence of any of the Side Effects, and you expressly waive any claims against Lightricks for (i) the occurrence of any such Side Effects; and (ii) any consequential or incidental occurrences causing damages arising out of, or relating to, the occurrence of any such Side Effects.

10. LIMITATION OF LIABILITY

- 10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIGHTRICKS PARTIES SHALL NOT BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT FOR ANY:
- INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES;
 - LOSS OF PROFIT, BUSINESS, ANTICIPATED SAVINGS, OR OPPORTUNITY;
 - LOSS OF, OR DAMAGE TO, ANY CONTENT, REPUTATION, OR GOODWILL; AND/OR
 - COSTS OR EXPENSES OF PROCURING SUBSTITUTE GOODS OR SERVICES.
- 10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED AGGREGATE LIABILITY OF ALL LIGHTRICKS PARTIES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO **HALF THE FEES YOU PAID US** (IF ANY) IN THE **TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 10.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) EVEN IF LIGHTRICKS PARTIES HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, COSTS, OR EXPENSES; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT, TORT OR STATUTORY LIABILITY. HOWEVER, NOTHING IN THIS AGREEMENT SHALL LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, OR FOR FRAUD, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW.

11. INDEMNIFICATION

You will indemnify and hold harmless each of the Lightricks Parties from and against any losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable legal costs and attorney's fees) suffered or incurred by any Lightricks Parties as a result of (i) your use of and access to the Services; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any Intellectual Property or privacy right; (iv) any claim that your User Content caused damage to a third party; or (v) any breach by you under this Agreement and/or any violation by you of any law and/or the rights of any third party.

This defense and indemnification obligation survives termination or expiration of this Agreement and your use of the Services and/or App(s).

12. TERMINATION

- 12.1. Termination by Lightricks. Lightricks reserves the right, without notice and without liability, to suspend and/or terminate this Agreement at any time, whether for cause (for example if you breach this Agreement) or for convenience (for example if Lightricks is discontinuing Services).
- 12.2. Termination by You. You may terminate this Agreement at any time, via the functionality offered or by canceling your Account. In such cases, termination will take effect immediately, unless you have a current Paid Subscription in which case termination shall take effect at the end of the then-current Billing Cycle, and you will not be charged for the subsequent Billing Cycle. It is hereby clarified that termination by You in accordance with this Section 12.2 shall not, unless otherwise specified in this Agreement, entitle You to receive a refund for the

remainder of your Paid Subscription.

- 12.3. Effect of Termination; Survival. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities that accrued as of the effective date of termination. Upon termination of this Agreement: (a) the Subscription and access to the Services will terminate, and (if applicable) you must uninstall the App from your device; and (b) your Account and related access credentials shall be terminated, and you shall be responsible for backing up your Account Content, and Lightricks shall not be required (unless required by applicable law) to retain any Account Content. Any provision of this Agreement that should survive termination, shall survive, as shall Sections 4 (*Intellectual Property*) and 8 (*Disclaimer of Warranties*) through 14 (*General Legal Terms*) inclusive.

13. **GOVERNING LAW; DISPUTE RESOLUTION**

- 13.1. To the maximum extent permitted by applicable law, this Agreement, as well as all claims, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflicts of laws rules, except to the extent preempted by or inconsistent with federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- 13.2. In the event of any claim, dispute, or controversy arising out of or relating to this Agreement, the Services, Content, Service Content, or any aspect of the relationship between you and us (a “**Dispute**”), such Dispute shall be resolved exclusively by arbitration in accordance with **SCHEDULE A (Mandatory Arbitration)** below.

- 13.3. However, if the Dispute is not subject to arbitration (either because you opted-out of the arbitration in the manner described in **SCHEDULE A**, because a court of competent jurisdiction determined that the agreement to arbitrate does not apply to you or the Dispute, or because **SCHEDULE A** specifies that the Dispute must be determined by a court) then to the fullest extent permitted by applicable law, the Dispute shall be subject to the exclusive jurisdiction and venue of:

13.3.1. ***If you are a resident of the United States***: the federal or state courts located in New York County, New York, and both you and Lightricks hereby irrevocably submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue; or

13.3.2. ***If you are a resident of the European Union***: you may bring proceedings against Lightricks in the courts for the place where you are domiciled and/or in accordance with your local laws.

- In the event you unsuccessfully tried to resolve your claim with Lightricks, you may, in accordance with the provisions of the Directive 2013/11/EU on the out-of-court settlement of consumer disputes, refer to a mediator for any complaint you may have against Lightricks. You can submit your complaints on the platform of resolution of the disputes established by the European commission at the following address: <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>.

- Access to alternative dispute resolution procedures, including mediation, is free of charge for consumers; or

13.3.3. ***If you are not a resident of the United States or the European Union***: the competent courts located in Jerusalem, Israel, and both you and Lightricks hereby irrevocably submit to the personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue.

13.4. To the fullest extent permitted by applicable law, any claim you may have arising under, or otherwise in connection with this Agreement, must be filed within ONE (1) YEAR after such claim first arose, or else you agree that such claim will be barred forever.

14. GENERAL LEGAL TERMS

14.1. Entire Agreement. This Agreement (together with its Schedules) represents the entire agreement between Lightricks and you with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements and understandings between you and Lightricks with respect to such subject matter. You confirm that in entering into this Agreement you have not relied on any statement or representation not expressly set out in this Agreement, such as statements and explanations in any FAQs or other marketing material on the Lightricks website. The section headings in this Agreement are for convenience only and may not be used for interpretive purposes.

14.2. Right of Withdrawal/Cooling-off period:

- You have the right to withdraw from this Agreement solely with respect to Paid Subscriptions purchased through our web payments. Such withdrawal can be made without any reason. The withdrawal period is fourteen (14) days from the day on which you subscribed to our Paid Subscription through our web payments.

- In order to exercise your right of withdrawal, you must inform us at contact@lightricks.com by means of a clear declaration of your decision to withdraw from this Agreement. You can use the sample withdrawal form provided for in our [Refund Policy](#) for this purpose, which is, however, not mandatory.

- In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

- If you withdraw from this Agreement in accordance with the provisions of this Agreement, we shall reimburse you the pro rata portion of the Paid Subscription fee. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you, and in the conditions set forth in our [Refund Policy](#).

14.3. Agreement Modifications by Lightricks. Lightricks reserves the right, from time to time and at its sole discretion, to make changes to this Agreement, including by adding new terms or deleting existing ones (each, "**Agreement Modifications**"). The modified Agreement will either be posted online within the Services, and if the changes are materially adverse to you, you also will be notified via email or within the Services or otherwise. (In any case, we encourage you to regularly check the latest version of the Agreement, which can always be found here: <https://static.lightricks.com/legal/terms-of-use.pdf>). The effective date of the Agreement Modifications will be fourteen (14) days after you are notified of the modification (or, if you are not notified, the posting of the modified Agreement), unless a different date is specified. If you do not agree to the Agreement Modifications, then, except as described in the Arbitration Agreement, your sole remedy, and our sole obligation and liability, is for you to terminate this Agreement. Otherwise, your continued access or use of the Services shall constitute your acceptance of the modified Agreement.

14.4. Age Representation. You represent that you are of legal age in your jurisdiction to form a binding contract, but in any event at least thirteen (13) years old. Children under the age of thirteen (13) are not permitted to use any of the Services. If you are between thirteen (13) and eighteen (18) years old, you must review this Agreement with your parent or guardian, have

him/her accept it on your behalf, as well as approve your use of the Services.

- 14.5. Language; Electronic Contract. The language of this Agreement is the English language only. You hereby irrevocably waive any law applicable to you requiring that the Agreement be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. Notwithstanding the above, Lightricks reserves the right to translate the commercial terms (i.e., the pricing pages available within the App and the [Refund Policy](#)), but in the event of a conflict, the English language version shall always prevail.
- 14.6. App Download from App Marketplace. If you are downloading the App from a third party app-distribution platform or marketplace, such as Apple's App Store, Google's Google Play, or the Amazon Appstore for Android (each, an "**App Marketplace**"), please be aware that the App Marketplace may have additional rules which also govern your use of the App.
- 14.7. Assignment. Lightricks may assign this Agreement (or any of its rights and/or obligations hereunder) without your consent, without notice, and without any other restriction. Lightricks may, from time to time and at its discretion, subcontract performance of its obligations under this Agreement (for example, hosting and processing of Web Services may be done by third party cloud service providers). This Agreement is personal to you, and you may not assign or transfer this Agreement (or any of your obligations or rights hereunder) without Lightricks' express prior written and signed consent. Any prohibited assignment shall be null and void. Subject to the foregoing, this Agreement shall bind and benefit each party and its respective successors and assigns (for example, the Moral Rights waiver and the Account Content License also benefit Lightricks' successors and assigns). At Lightricks' discretion, any Lightricks obligation hereunder may be performed, and any Lightricks right or remedy may be exercised, by a subsidiary and/or affiliate of Lightricks (each, an "**Affiliate**").
- 14.8. Severability. If any provision of this Agreement (for example, the provisions of Section 13 (*Governing Law; Dispute Resolution*) or **SCHEDULE A** (*Mandatory Arbitration*)) is held by a court or arbitrator to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect (except as specified in **SCHEDULE A**); and (b) you and Lightricks agree that the tribunal making such determination shall have the power to change the provision to make it legal, valid and enforceable and that most closely approximates the original intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such tribunal does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted with a valid, legal and enforceable provision that most closely approximates the original intent and economic impact of such provision.
- 14.9. Remedies. Except as may be expressly stated otherwise in this Agreement, no right or remedy of a party under this Agreement shall be exclusive of any other right or remedy under this Agreement, at law or in equity.
- 14.10. Waiver. No failure or delay on the part of any party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by you, emails will be acceptable; for waivers by Lightricks, the writing must be signed by an authorized representative of Lightricks), and shall be valid only in the specific instance in which given.
- 14.11. Relationship of the Parties; Third Party Beneficiaries. No agency, partnership, joint venture or employment relationship is intended or created by this Agreement, and the relationship of the parties is solely that of independent contractors. Except as provided otherwise in this

Agreement (for example, regarding the rights of Lightricks' Affiliates and Stock Content Licensors) neither party intends that any third party will be a beneficiary of or entitled to rely on any part of this Agreement.

- 14.12. Notices. You agree that Lightricks may send you notices by email, as well as provide you notices within the Services. Except as stated otherwise in this Agreement (including in **SCHEDULE A**) or required by applicable law, you agree to send all notices to Lightricks, to: contact@lightricks.com.
- 14.13. U.S. Government Rights. The Services are "commercial computer software" and any Services-related documentation is "commercial computer software documentation", pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If you are an agency, department, employee or other entity of the United States Government, then your access to and use of the Services shall be subject solely to the terms and conditions of this Agreement.
- 14.14. Export Compliance. You must comply with any applicable export control laws. You represent and warrant that: (a) you are not a resident of a country that the U.S. government has embargoed for use of the Services, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations of any jurisdiction; and (b) your country of residence and/or incorporation (as applicable) is the same as the country specified in the contact and/or billing address provided to us.
- 14.15. Data Backup. The Services are not intended to, and will not, operate as a data storage or archiving service, and you agree not to rely on the Services for the storage of any of your Account Content whatsoever. You are solely responsible and liable for the maintenance and backup of all your Account Content. You also acknowledge that certain Account Content (including without limitation personal information) may be saved to or stored on your device (even if we do not collect that Account Content).

SCHEDULE A

Mandatory Arbitration

Lightricks wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Lightricks, you agree to try to resolve the Dispute informally by following the informal dispute resolution procedures set forth in paragraph 3 below. If a Dispute is not resolved informally, you may initiate proceedings, as set forth in this **SCHEDULE A. BY AGREEING TO ARBITRATE, YOU AND LIGHTRICKS EACH AGREE TO WAIVE THE RIGHT TO SUE IN COURT, TRIAL BY JURY, OR TO BRING OR PARTICIPATE IN CLASS OR REPRESENTATIVE PROCEEDINGS.**

1. **Claims Subject to Arbitration:** You and Lightricks agree to resolve any Dispute only by FINAL AND BINDING BILATERAL ARBITRATION. The term "Dispute," as well as other Capitalized terms not defined in this Schedule, shall have the meanings given to them in the main body of the Agreement to which this Schedule is attached. This arbitration agreement is intended to be broadly interpreted. The claims it covers include, but are not limited to, claims:

- arising out of or relating to any aspect of the relationship between you and Lightricks, whether based on contract, tort, fraud, misrepresentation, statute, or any other legal theory;
- relating to advertising or disclosures for any of Lightricks' products or services;
- relating to past, present, or future accounts, Services, Content, Account Content, or Service Content;
- relating to the retention, protection, use, or transfer of information about you, your Content, or any of your accounts for any products or services;
- relating to communications with you, regardless of sender, including emails and text messages, or other electronic messages; and
- claims that may arise after the termination of this Agreement.

This agreement to arbitrate also covers claims brought by or against related third parties. Accordingly, references in this **SCHEDULE A** to "Lightricks" include its past, present, and future parents, subsidiaries, and affiliates, as well as Lightricks' entities owners, officers, directors, agents, employees, predecessors in interest, successors and assigns. In addition, references in this **SCHEDULE A** to "you" include all account owners and all authorized and unauthorized users or beneficiaries of your account, and your and each of those individual's assignees, heirs, trustees, agents, and other representatives.

The Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("**FAA**") applies to this agreement to arbitrate, and governs all questions regarding the interpretation and enforcement of **SCHEDULE A**.

2. **Claims Not Subject to Arbitration:** You and Lightricks agree to resolve any Dispute only by FINAL AND BINDING BILATERAL ARBITRATION in accordance with the below; *except, however*, that:

- 2.1. each party retains the right to bring an individual action: (i) in a small claims court located in your county of residence (or in New York County, New York if you meet the requirements of such court), so long as the action is not removed or appealed de novo to a court of general jurisdiction, if you are a resident of the United States, (ii) through a small claims process in the courts of London, England or Dublin, Ireland, if you are a resident of the European Economic Area (EEA), or (iii) in the small claims court in Tel Aviv-Jaffa, Israel, if you are neither a resident of the United States nor the EEA;
- 2.2. each party retains the right to bring a court action seeking only equitable relief to protect any

Intellectual Property Rights;

- 2.3. only a court can decide issues relating to the scope and enforceability of this agreement to arbitrate (such as whether a Dispute can or must be brought in arbitration), whether paragraphs 6 and 7 have been complied with or violated, and whether paragraph 3 has been violated for purposes of awarding relief under that paragraph that a court can award; and
- 2.4. nothing herein precludes you or us from bringing issues to the attention of federal, state, or local agencies.

3. Pre-Arbitration Informal Dispute Resolution Process.

- 3.1. Before either you or Lightricks commence arbitration, the claimant must first send to the other a written Notice of Dispute (“**Notice**”). The Notice to Lightricks should be sent by email to arbitration@lightricks.com (“**Notice Address**”). The Notice to you will be sent to your mailing or email address on file with your account, or other appropriate method. We might request that your share logs with us from within the App in order to retrieve your user identification within our systems. The Notice must (a) include the claimant’s name, residence, email address and phone number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. To safeguard your account, you might be required to provide both your authentication and consent for us to discuss your account or dispute or share your account information with anyone but you, including an attorney (“**Authentication and Consent**”). Whoever sends the Notice must give the recipient 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim.
- 3.2. During the 60-day period, either you or Lightricks may request an individualized discussion (by phone call or videoconference) regarding settlement (“**Informal Settlement Conference**”). You and Lightricks must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and a Lightricks representative must personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.
- 3.3. Any applicable statute of limitations or contractual limitations period will be tolled for the claims and requested relief in the Notice during the “Informal Resolution Period.” The Informal Resolution Period is the time between the date that a complete Notice (and Authentication and Consent, if required) is received by the other party and the later of (1) 60 days later or (2) the date the Informal Settlement Conference is completed, if timely requested.
- 3.4. Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. (There are additional requirements below in paragraph 7 for commencing certain coordinated arbitrations.) All of the pre-arbitration dispute resolution requirements are essential so that you and Lightricks have a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, a court can enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration cannot be accepted or administered, nor fees assessed or demanded in connection with the arbitration. If the arbitration already is pending, it must be dismissed.

4. Arbitration Procedure.

- 4.1. ***If you are a resident of the United States:*** Unless you and Lightricks expressly agree otherwise in writing or an arbitrator concludes that another location is appropriate, the arbitration shall take place in-person in **New York City, New York**. The arbitrator may also hold hearings by telephone or videoconference or decide issues on the basis of papers submitted by the parties, as the arbitrator deems appropriate, consistent with fairness to the parties. The arbitration will

be administered by the American Arbitration Association (“AAA”), before a single arbitrator and in the English language, in accordance with the AAA Consumer Arbitration Rules (or, if you are not a consumer, the AAA Commercial Arbitration Rules) (“AAA Rules”), as modified by this Agreement.

- 4.2. ***If you are not a resident of the United States:*** Unless you and Lightricks expressly agree otherwise in writing, the arbitration shall take place in-person in **Tel Aviv-Jaffa, Israel**, except that if telephonic or other remote electronic means are available and permissible, then you may elect to conduct the arbitration via such means. The arbitration will be administered by the *Center of Arbitration and Dispute Resolution* (www.israelcourts.co.il) (“CADR”), before a single arbitrator and in the English language, in accordance with its then-current rules and in accordance with the Israeli Arbitration Law, 5728-1968, as amended, and as modified by this Agreement. The arbitrator must honor the terms and conditions of this Agreement (including, but not limited to, all liability exclusions and limitations), and shall not make any award or decision that is contrary to, or in excess of, what this Agreement provides.
- 4.3. If the arbitration provider refuses or is unable to administer the arbitration in accordance with all parts of this **SCHEDULE A**, the arbitration shall instead be administered by such other administrator as you and Lightricks agree or that is selected by the court.
- 4.4. In deciding the Dispute, the arbitrator shall follow applicable law, and except as specified in paragraph 6, can award the same individualized remedies that a court can award. The arbitrator may consider rulings in other arbitrations, but an arbitrator’s ruling will not be binding in proceedings involving different customers. The arbitrator’s decision must be in writing, and will include the essential findings and conclusions upon which the award is based. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. In the event any litigation should arise between you and Lightricks in any court in a proceeding to vacate or enforce an arbitration award, YOU AND LIGHTRICKS HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the proceeding be resolved by a judge.
- 4.5. As in court, you and Lightricks agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under the AAA Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law against all appropriate represented parties and counsel.
5. **Arbitration Fees.** Payment of all filing, administration, and arbitrator fees will be governed by the AAA or CADR rules (as applicable). If you are an individual who has not accessed or used the Services on behalf of an entity, if you commence arbitration and cannot pay your share of these fees (and the AAA or CADR will not waive them), Lightricks will pay your share of these fees, so long as you have fully complied with the requirements of this **SCHEDULE A**, including the Notice and Informal Settlement Conference requirements of paragraph 3, and your claims are for relief up to \$5,000. If, however, the arbitrator finds that your claims are frivolous or otherwise violate the standards of Federal Rule of Civil Procedure 11(b), then the allocation and payment of all such fees will be governed by the AAA or CADR rules (as applicable). If Lightricks initiates an arbitration against you and you are an individual who has not accessed or used the Services on behalf of an entity, Lightricks will pay all filing, administrative, and arbitrator fees. Regardless of who initiates arbitration, each party shall pay its own attorneys’ and witness fees and expenses, except as provided by applicable law.
6. **Waiver of Class and Representative Arbitrations.** You acknowledge and agree that, even if applicable arbitration rules permit otherwise:
 - 6.1. You and Lightricks are hereby each irrevocably waiving the right to a trial by jury, as well as the

right to participate (for example, as a class representative or class member) in a class action, class arbitration, or other class-wide or representative action or proceeding. Claims may be brought only in your and Lightricks' individual capacity.

- 6.2. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.
- 6.3. No arbitration will be joined to any other arbitration, and the arbitrator may not consolidate any individual party's dispute with any other party's dispute.
- 6.4. Only a court may consider challenges to these prohibitions. If, after exhaustion of all appeals, a court declares unenforceable any of these prohibitions on consolidation or non-individualized relief or proceedings (such as class, representative, private attorney general, or public injunctive relief), then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

7. **Coordinated Arbitrations.** If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (whether the cases are pursued simultaneously or not), all the cases must be resolved in staged proceedings. You agree to this process even though it may delay the arbitration of your claim. In the first stage, claimants' counsel and Lightricks will each select up to 25 cases (50 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed or proceed in arbitration, and the arbitration administrator must not assess or demand payment of fees for the remaining cases or administer or accept them.

- The arbitrators are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties. After the first stage is completed, the parties must engage in a single mediation of all remaining cases, with Lightricks paying the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing up to 50 cases to be resolved individually by different arbitrators, followed by mediation.

- If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of claimants' counsel.

- Between stages, counsel will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with the arbitration administrator regarding the amount or timing of arbitration fees.

- If this paragraph applies to a Notice, the Informal Resolution Period for the claims and relief set forth in that Notice will be extended (including the tolling of any limitations periods) until that Notice is selected for a staged proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this paragraph, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of arbitration fees.

- This paragraph is intended to be severable from the rest of this **SCHEDULE A**. If, after exhaustion of all appeals, a court decides that the staging process is not enforceable, then the cases may be filed in arbitration and the payment of arbitration fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

8. **Right to Reject Arbitration**. You can choose to reject this agreement to arbitrate (“**Opt-out**”) by writing to the Notice Address within fourteen (14) days after the date you agree to an arbitration provision for the first time. If you have previously agreed to arbitration, then you may not opt out of arbitration entirely, but you may opt out of any changes to the arbitration provision (except a change to the Notice Address) by writing to the Notice Address within 30 days of receiving notice of the revision to the arbitration agreement. The Opt-out email you send to us must state that you seek to opt out of this agreement to arbitrate (or revisions to this agreement to arbitrate) and must include your name, address, phone number, and email address. Providing an Opt-out notice is the only way you can opt-out of this agreement to arbitrate (or this revision to your prior arbitration agreement).
9. **Severability**. Except as specified in paragraphs 6 and 7, to the extent any provision of this **SCHEDULE A** is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, you and Lightricks agree that the provisions of Section 14.7 (*Severability*) of this Agreement shall apply.

This arbitration clause should not apply to disputes arising with European Union citizens.

SCHEDULE B

AI Terms of Use

Last Updated: October 17, 2023

Lightricks offers a new third-party integrated artificial intelligence feature (“AI”) on App(s) and/or Web Services, and may offer it on any other Lightricks products and services on which Lightricks allows you to create and share custom artificial intelligence-based conceptual artwork. You may share your creations through a variety of channels, including the Services, social media, SMS, and/or email, and enjoy our how-to guides.

Your use of the AI and the Apps are governed by various binding legal contracts, including this Agreement, which incorporates this **SCHEDULE B** (AI Terms of Use) and all other Schedules attached thereto, and the Privacy Policy (collectively, the “**Contracts**”). The Contracts should be construed and interpreted to avoid any inconsistency, ambiguity, or conflict between them.

1. **PRELIMINARY MATTERS**

- 1.1. **Modification**. The Company may, in its exclusive discretion, modify or revise one or more of the Contracts and by continued use of the Services, You agree to be bound to the modified or revised Contracts. If You do not wish to be bound by the updated Contracts, You must stop using the Services. If the changes are materially adverse to you, you also will be notified via email or within the Services or otherwise.
- 1.2. **Authority to Be Bound**. You acknowledge that You are either 18 years of age or older, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into — and abide by — the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Contracts. However, even if You are not competent to enter into a legal agreement, if You knowingly accept and enjoy the benefits of the Services, then You will be deemed bound to the undertakings in the Contracts.
- 1.3. **Children**. You affirm that You are over the age of 13, as the Services are not intended for children under 13. If You are under 13 years of age, then You may **NOT** use the Services and should immediately stop any use of the Services.
- 1.4. **Privacy**. The third-party integrated AI Feature is one of several Company features which share technology, systems, insights, and information—including information about You—to enhance the user experience across the full suite of Company products, services, and platforms. To learn more, please see the Company’s Privacy Policy (“**Privacy Policy**”).

2. **USER CONTENT**

- 2.1. **User Content**. The AI feature is a third-party integrated artificial intelligence-based Artwork (defined below) generation tool. The AI feature is accessible publicly on the App(s) and allows Users to create Content. The Services and App(s) may allow you to comment on or react to Content with text, emotion icons, or otherwise (“**User Comment(s)**”, referred to collectively with Content as “**User Content**”).
- 2.2. **Grant of Rights**. By sharing User Content on the Services, including by way of entering Text Cues (as defined below), Image Cues (as defined below) and Voice Cues (as defined below), You grant the Company and its subsidiaries, affiliates, and partners a worldwide, non-exclusive, fully-paid, royalty-free, irrevocable, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of and based upon, display, transmit, adapt, edit, modify,

publicly display, publish, perform, sell, republish, promote, exhibit, and otherwise use, the User Content, in all media now known or hereafter developed, for any and all purposes, including but not limited to promoting the Services in any media formats and through any media channels, whether now known or existing in the future throughout the world, without the Company seeking further permission from you. In addition, you grant the Company and its subsidiaries, affiliates, and partners as well as its other users with a worldwide, non-exclusive, fully paid, royalty-free, irrevocable, sublicensable and transferable license to generate additional images from the Text and Image Cues You created and change such Text and Image Cues.

- 2.3. Unauthorized Use of Content. When applicable, and in the event that you become aware of a potentially unauthorized or unlicensed use (an “**Unauthorized Use**”) of your User Content, you agree to notify the Company in writing (by sending us an email at contact@lightricks.com of such Unauthorized Use before undertaking any action against those purportedly responsible for such Unauthorized Use (“**Unauthorized Users**”). You hereby grant the Company a right of first refusal (the “**Right of First Refusal**”) for the exclusive right to undertake any and all legal action against Unauthorized Users in connection with any such Unauthorized Use (“**Enforcement Action**”). If the Company determines that it will pursue an Enforcement Action, you agree to cooperate with Company in connection with any such action, including being named as a Plaintiff. If the Company notifies you in writing that it elects not to undertake any Enforcement Action, then you may undertake any legal actions that you deem appropriate against Unauthorized Users.
- 2.4. Content Formats. For the purposes of the Services, and any license and authority granted hereunder to the Company, all User Content includes the expression of such User Content in hard copy, electronic, and other versions, including, but not limited to, masters, audio computer files (including but not limited to .wav; .mpeg; .mp3; .aiff; .aac; .wma); video and animation files (including, .avi.; .mpg; .mp4; .mov; .mpa; . gif; .flc; and .amc); and image files (including but not limited to .gif; .jpeg; .png; and .eps).
- 2.5. Responsibility for Content. You are solely responsible for any User Content posted to or created by you and/or your use of the Services, as well as the consequences of posting or creating your User Content to/by the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to post any User Content that you post to the Services, that your User Content will not be defamatory, will not misappropriate, infringe, or otherwise violate any rights of any third party (including intellectual property rights or rights of publicity or privacy), and will not violate any applicable law, rule, regulation, or the terms of service of any other platform. You are solely responsible for any User Content posted, **uploaded**, downloaded, generated, **and/or** created by or for you and/or your use of the Services, as well as the consequences of posting, **uploading**, downloading, generating, or creating your User Content to/by the Services. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to **upload**, download, generated, create, **and/or** post any User Content that you **upload**, download, generated, create, **and/or** post using the Services, that your User Content will not be defamatory, will not misappropriate, infringe, or otherwise violate any rights of any third party.
- 2.6. Third Party Rights. You agree that any User Content that you upload, download, post or otherwise distribute to the Services will not contain third party copyrighted, patented, or trademarked material, or material that is subject to other third-party proprietary rights, unless you have written permission from the rightful owner of the material, or you are otherwise legally entitled to upload the material and to grant the Company all of the license rights conveyed in the Contracts. You assume all risk and responsibility for determining whether you may lawfully post or otherwise distribute any User Content and we have no obligation to evaluate, screen, or monitor any User Content that you post to the Services. By distributing

User Content to the Services in any manner, you represent and warrant that you will not be in violation of any agreements or other rights or grants.

3. USE OF THIRD-PARTY INTEGRATED AI FEATURE

- 3.1. Artworks. The third-party integration AI feature can generate artificial intelligence-based conceptual artworks (“**Artworks**”) based on terms you enter (“**Text Cues**”) or images you upload (“**Image Cues**”) or voices or sounds you upload (“**Sound Cues**”) into the AI generator.
- 3.2. Use of Artworks. Subject to your compliance with the Contracts, you may use the Artworks for any legal purpose, including for commercial use. Commercial use includes the right to sell your rights to the Artworks you create, incorporate them into works such as books, websites, and presentations, and otherwise commercialize them. Any commercializing of the Artworks by you is at your risk, and is subject to and in accordance with the SD License and the Contracts. **Your use of Artworks is at your own risk.** Company makes no representations or warranties of any kind regarding your use of the Artworks for any purpose.
- 3.3. No Infringing or Harmful Use. You must comply with the terms of our [Community Guidelines](#), and you may not use the third party integrated AI feature in a way that is unlawful and/or may harm a person or infringe their rights. No license or rights to use the name, image, likeness, voice, or biographical information of any person, celebrity or otherwise, is granted hereunder, and as such, any use of a work that contains any images of any persons with or without their consent is done at your own risk. You may not use the AI and/or Text or Image Cues to generate harmful or illegal images and we reserve the right to delete Text and Image Cues or suspend or ban your Account for any violations, at Company’s exclusive discretion. You may not seek to reverse engineer the AI feature, use the AI feature to attempt to build a competitive product or service, or otherwise infringe our rights. You will indemnify us for your use of AI feature as outlined in this Agreement.
- 3.4. Improving Artificial Intelligence Safety and Technologies. You grant Company all rights to use your Text Cues and your Image Cues and your Voice Cues to improve our artificial intelligence safety efforts, and to develop and improve our technologies, products, and services. Text Cues, Image Cues and Voice Cues may be shared with and manually reviewed by a person (for example, if any User Content is flagged as sensitive), including by third party contractors located around the world. You should not use or provide any Text Cues, Image Cues or Voice Cues that are sensitive or that you do not want others to view, including Text Cues, Image Cues or Voice Cues that include personal data.
- 3.5. Ownership of Artworks. You acknowledge and agree that use of the AI features is at your own risk and the Company makes no representation or warranty whatsoever regarding any Artworks, including, without limitation, with respect to any User’s or third party’s assertion of ownership rights, copyrights, or any other interest in or to any Artworks, and You further acknowledge that pursuant to applicable law, You may have no ownership rights, copyrights or interest in or to any Artworks. Without derogating from the preceding sentence, and solely to the extent permitted by law, you own your Text and Image Cues and Artworks, and grant to Company all relevant rights and licenses as set forth in Section 2.2 of this Schedule. Company will not resell Artworks that you have created or assert any copyright in such Artworks against you or any end users, all provided that you comply with the Contracts. If you violate the Contracts (or any one of them), you will lose the right to use the Artworks, but we may, at Company’s sole discretion, provide you written notice and a reasonable opportunity to fix your violation. You understand and acknowledge that similar or identical Artworks may be created by other people using the same or different Text or Image Cues, and your rights are only to the specific Artwork that you have created.

4. USE-BASED RESTRICTIONS.

- 4.1. The restrictions set forth below are use-based restrictions which are based on the SD License found here: <https://huggingface.co/spaces/CompVis/stable-diffusion-license> as may be amended from time to time by the creator of this open-source license (the “SD License”). You cannot use the third-party integrated AI feature and/or the Derivatives (as such term is defined in the SD License) in any manner that violates or contradicts the purpose of the restricted uses, and You agree that the Company has the right to determine, at its sole discretion, whether such use was in violation or contradiction of the SD License. You may use the AI feature subject to the SD License incorporated into the Contracts, only for lawful purposes and in accordance with the SD License and the Contracts. Use includes, without limitation, creating any content (including but not limited to Artwork) with, use of and/or running the AI feature.

In addition to any other restrictions included in the Agreement, You agree not to use the AI feature and/or the Derivatives (as such term is defined in the SD License):

- 4.1.1. In any way that violates any applicable national, federal, state, local or international law, rule, or regulation;
- 4.1.2. For the purpose of soliciting, exploiting, harming or attempting to exploit or harm minors in any way;
- 4.1.3. To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- 4.1.4. To generate or disseminate personally identifiable information;
- 4.1.5. To defame, disparage, or otherwise harass others;
- 4.1.6. For fully automated decision making that adversely impacts an individual’s legal rights or otherwise creates or modifies a binding, enforceable obligation;
- 4.1.7. For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
- 4.1.8. To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- 4.1.9. For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- 4.1.10. To provide medical advice and medical results interpretation;
- 4.1.11. To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g., by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).

You hereby acknowledge that the SD License may be amended and changed from time to time, including with respect to restrictions on use, and agree that any restrictions included in the SD License at any applicable time will apply to Your use of the AI features whether or not such

restrictions are explicitly listed above. It is, and will remain, your responsibility to review any changes made to the SD License and comply with such changes, and Company has no obligation to provide any kind of notice to You with respect to changes made to the SD License.

5. **OPEN-SOURCE SOFTWARE NOTICE**

- 5.1. **Open-Source Software Uses.** The AI feature is based on the following open-source software: CreativeML Open RAIL-M. This software is governed by the SD License.
- 5.2. **No Warranties.** Unless required by applicable law or agreed to in writing, software distributed under the SD License is distributed on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the SD License for the specific language governing permissions and limitations under the SD License.

6. **USER CONDUCT**

- 6.1. **User Conduct.** By using the Services, you agree you will abide by the Contracts, and hereby consent and agree to avoid any and all Prohibited Uses (defined in **SCHEDULE D**) as well as expressly agree that your User Content will not contain any material that is, at the Company’s exclusive and absolute discretion, inappropriate, dangerous, obscene, vulgar, hateful, unlawful, offensive, racist, discriminatory, harassing, or otherwise objectionable (hereinafter, “**Prohibited Content**”). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to the Company, may result in Account suspension and/or termination, at Company’s exclusive discretion.
- 6.2. **Retention of Rights.** Except for the non-exclusive license granted pursuant Contracts, you acknowledge and agree that all ownership, licenses, Intellectual Property and other rights and interests in and to the Services remains solely with the Company. You are not entitled or permitted to use the Services except through the medium of the internet-hosted version deployed by the Company.
- 6.3. **User Discipline.** The Company reserves the right, at any time, at its exclusive discretion, to take any action deemed necessary or appropriate with respect to User Content that violates the Contracts, including, without limitation, deletion of such User Content and referral of User to appropriate law enforcement authorities. To this end, The Company may employ (automated) content moderation mechanisms, as outline in our [Community Guidelines](#).
- 6.4. **Deletion of User Content.** The Company is authorized to delete all User Content that you have posted to the Services at its sole discretion at any time and for any reason. The Company has no obligation to notify You or any other users of the deletion of any User Content. The Company will not be liable to you or any third party in any way arising from or related to the deletion of User Content hosted on the Services.
- 6.5. **Right to Interruption.** The Company reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Services or any feature associated with the Services, without notice and where required by applicable laws, you also will be notified of any material change via email or within the Services or otherwise. User acknowledges and agrees that the AI feature is a third-party integration (owned and operated by Stable Diffusion), and any modifications, interruptions, or temporary or permanent discontinuation is not controlled by nor the responsibility of, the Company.
- 6.6. **Right to Repair.** The Company reserves the right to suspend access to the Services, temporarily or permanently, for no reason or any reason (e.g., for operational purposes, including maintenance, repairs, or installation of modifications) at any time and from time to time without notice. Company assumes no liability of any kind for any such temporary or permanent

suspension.

- 6.7. Right to Monitor. The Company reserves the right to implement automated measures for the purpose of monitoring usage of the AI feature and preventing restricted usage, and You shall have no claim against the Company in this regard.

7. SOCIAL MEDIA, LIVESTREAMING, AND DEMONSTRATIONS POLICY

Posting your User Content to social media is generally permissible, as is livestreaming your usage or demonstrating our Services to groups of people. Please adhere to the following obligations:

- Manually review all User Content, including each Artwork before sharing or while streaming;
- Attribute the content to your name or our company;
- Indicate that the content is AI-generated in a way no user could reasonably fail to notice or misunderstand; and
- Do not share content that violates the Contracts or that may offend others.

8. COPYRIGHT PROTECTION

- 8.1. Fair Use and Exceptions to Copyright. The Copyright Laws of the United States recognize the “fair use” of copyrighted content. Section 107 of the U.S. Copyright Act states:

“Notwithstanding the provisions of sections 106 and 106A, the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright.”

More broadly, Lightricks takes account of any other exceptions and limitations to copyright provided for by the applicable law.

- 8.2. Use of Copyrighted Material. If you wish to use any copyrighted material from the App(s) (or the Services in general) for purposes of your own that go beyond fair use or any other limitations to copyright provided for by the applicable law, you must obtain express permission from the applicable copyright owner. If you are the owner of any copyrighted material found on the Services and believe the use of any such material does not constitute fair use or any other limitations to copyright provided for under the applicable law, please contact us so that We may address those concerns.
- 8.3. No Company Liability for Infringement. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE COMPANY, THE ADMINISTRATORS OF THE SERVICES, AND/OR THE COMPANY’S REPRESENTATIVES HEREBY DISCLAIM PERSONAL LIABILITY FOR ANY DAMAGES, ACTUAL OR CONSEQUENTIAL, FOR (i) ANY POSTS BY THIRD PARTIES WHICH MAY VIOLATE ANY LAW, OR (ii) ANY USE OF CONTENT UPLOADED TO THE SERVICES BY A USER WHICH MAY VIOLATE ANY LAW.
- 8.4. Illicit Content Notice. If you are a copyright owner and believe that any Content and/or User Content posted on the Services infringes upon Your copyrights or someone else’s copyrights, please refer to **SCHEDULE E (Illicit Content Policy)** for additional information and guidance.
- 8.5. Repeat Infringers. Lightricks does not tolerate any User that has posted User Content to or through the Apps or the Service and for whom Lightricks has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 or Article 16 DSA with respect to such

User Content (“**Repeat Infringers**”). Please refer to our [Community Guidelines](#) and **SCHEDULE E (Illicit Content Policy)** for additional information and guidance regarding how Lightricks handles Repeat Infringers.

- 8.6. **Fraud.** Any person who knowingly misrepresents that any Content or User Content is infringing or was deleted by mistake or by misidentification may be subject to liability.

9. **WARRANTIES AND INDEMNIFICATION**

- 9.1. **Disclaimer.** We do not control, endorse or take responsibility for any User Content or third party content available on or linked to by our Services including, without limitation, the AI feature.
- 9.2. **Warranties and Indemnification.** The terms and conditions of this Agreement, including without limitation, the provisions of Sections 8 (*Disclaimer of Warranties*), Section 10 (*Limitation of Liability*) and Section 11 (*Indemnification*) of this Agreement shall apply to this **SCHEDULE B.**

SCHEDULE C

Account Content License & Content Rules

1. ACCOUNT CONTENT LICENSE

1.1. Account Content License to Lightricks. You hereby grant Lightricks and all Lightricks Affiliates a worldwide, assignable, non-exclusive, royalty-free, fully-paid, sublicensable (through multiple tiers of sublicensees), irrevocable and perpetual license (the “**Account Content License**”), in any media format and through any media channels, to store, access, process, distribute, host, translate, reproduce, edit, adapt, modify, republish, promote, publicly perform, publicly display, create derivative works of, and otherwise use your Account Content, including your or any third-party name, voice, image, likeness, and/or other identifying information as contained in your Account Content:

1.1.1. to perform under this Agreement, including without limitation to provide you with the Services and any technical support;

1.1.2. to use, display, reformat, and distribute your Account Content through the Services, including making it available to other users;

1.1.3. on an aggregated or otherwise anonymous basis, for improving the App, for analytics, and/or generally for research and development;

1.1.4. to promote the Services and/or Lightricks;

1.1.5. to identify and credit you by your username, handle, or Instagram or other social media username as the contributor of your Account Content within the Services or any publication, website, media or technology now known or later developed in connection with your Account Content; and/or

1.1.6. in any other manner, to be determined at Lightricks’ sole discretion.

1.2. Account Content License to other Users. You hereby grant each user of the App a non-exclusive license to access your Account Content through the App and to process, distribute, host, translate, reproduce, edit, adapt, modify, republish, promote, publicly perform, publicly display, create derivative works of, and otherwise use such Account Content as permitted through the functionality of the App and under this Agreement.

The Account Content License shall survive any termination of this Agreement. You represent and warrant that you have obtained and will maintain during and after any termination of this Agreement, any and all licenses, permissions, consents, approvals, and authorizations required for granting the Account Content License. The Account Content License shall be effective without the need for any licensed party to seek your approval for use of any of your Account Content.

1.3. Account Deletion. If you choose to delete your Account, your Account Content shall be removed from the App. Notwithstanding the foregoing, you agree that Lightricks may continue to retain, access, process, distribute, host, translate, reproduce, edit, adapt, modify, republish, promote, publicly perform, publicly display, create derivative works of, and otherwise use your Account Content indefinitely in the following cases: if you have shared your Account Content in accordance with the App functionality and this Agreement, and/or if Lightricks has displayed your Account Content in the App, Lightricks’ social media channels, Lightricks’ products, or it is included in third-party or print content, etc.

2. CONTENT RULES

2.1. Stock Content.

- 2.1.1. Certain Services may make available to you the use of certain stock photos, videos, audio, music or other Content which you may incorporate into your use of the Services, which includes Free Content and Premium Stock Content (collectively, the “**Stock Content**”). Some Stock Content may be licensed to us from third party licensors (“**Stock Content Licensors**”). Accordingly, your use of the Stock Content shall be subject to this Agreement, as well as such additional terms and conditions that we may communicate to you from time to time, such as terms and conditions from Stock Content Licensors (such additional terms, “**Supplemental Stock Content Terms**”). Such Supplemental Stock Content Terms are hereby incorporated into this Agreement by reference. To the extent of any conflict or inconsistency between a provision of the main body of this Agreement on the one hand, and Supplemental Stock Content Terms on the other hand, the latter shall govern.
- 2.1.2. Certain Stock Content may be denominated by the relevant App or Web Service, or by the Stock Content Licensor, as *Premium* Stock Content (“**Premium Stock Content**”). Any Fees payable for the Premium Stock Content (the “**Content Fee**”), and any Supplemental Stock Content Terms applicable to the Premium Stock Content, shall be as specified in the relevant App and/or within the Services. The Content Fee will be payable through such payment methods as are accepted by the App or Stock Content Licensor from time to time. Stock Content provided hereunder which is not Premium Stock Content, shall be referred to as “**Free Content**”.
- 2.1.3. The Stock Content may not be incorporated into a logo, corporate ID, trademark, service mark or any other branding or identifier.
- 2.1.4. The Stock Content may not be used for pornographic, defamatory or other unlawful purposes; and with respect to the Free Content: (a) in physical or digital retail products, such as e-cards, calendars, posters or screensavers, to the extent that such products are for sale; or (b) for the purpose of enabling file-sharing of the raw image file.
- 2.1.5. If Stock Content featuring an individual is used in connection with a sensitive, unflattering or controversial subject, your use of the image must include a statement that it is used for illustrative purposes only and that the individual is a model.
- 2.1.6. We do not warrant the accuracy or completeness of any captions or other information (such as metadata) we provide to you with respect to the Stock Content.
- 2.1.7. You shall be solely responsible and liable for determining whether releases (such as a publicity or photo release) are required in connection with any proposed use of the Stock Content and you shall be solely responsible and liable for obtaining all necessary releases. We do not grant any right, nor do we make any warranty, with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, or works of art or architecture depicted in such Stock Content. You acknowledge that some jurisdictions provide legal protection against a person's image, likeness, voice or property being used for commercial purposes when they have not provided a release.
- 2.1.8. You may not falsely represent, expressly or impliedly, that you are the original creator of a visual work that derives a substantial part of its artistic components from the Stock Content, nor may you make the Stock Content available in the form of fine art prints.

- 2.2. Re-Classification. You acknowledge that the nature of the Premium Stock Content may change from time to time, and that Stock Content that is currently classified as “Free Content” may be re-classified as “Premium Stock Content”, and *vice versa*. Notwithstanding the above:
- 2.2.1. With respect to Free Content later reclassified as Premium Stock Content (“**Reclassified Free Content**”), but which you have already Edited or Amended (as defined below) prior to such re-classification, you may continue to use such Edited or Amended Free Content in its then-current form, and for such actual uses as you are then currently making, pursuant to the provisions of Section 2.4 (*Free Content*) below, notwithstanding the re-classification. You may not further Edit or Amend such reclassified Edited or Amended Free Content, and you may not use any other reclassified Free Content. You may not use such re-classified Free Content as “Premium Stock Content” under Section 2.5 (*Premium Stock Content*) below, unless you have paid the applicable Content Fee therefor. Notwithstanding the aforesaid, to the extent that our agreements with the relevant Stock Content Licensor allow you to make additional use of Reclassified Free Content that you have already Edited or Amended, you may make such use.
- 2.2.2. With respect to Premium Stock Content re-classified as Free Content (“**Reclassified Premium Stock Content**”), but which you have already Edited or Amended and/or Exported prior to such re-classification, you may continue to use such Edited or Amended and/or Exported Premium Stock Content, in its then current form, and for such actual uses as you are then currently making pursuant to the provisions of Section 2.5 (*Premium Stock Content*) below, notwithstanding the re-classification. You may not make any other use of such Edited or Amended and/or Exported Premium Stock Content other than as allowed by the terms of Section 2.4 (*Free Content*) below, and without derogation, any such Reclassified Premium Stock Content which you have not already Edited or Amended and/or Exported, may be used only pursuant to the terms of Section 2.4 (*Free Content*) below. Notwithstanding the aforesaid, to the extent that our agreements with the relevant Stock Content Licensor allow you to make additional use of Reclassified Premium Stock Content that you have already Edited or Amended and/or Exported, you may make such use.
- 2.3. Use in A/V Production. In the event that you use Stock Content in an audio/visual production in which credits are accorded to other providers of Content, you may have to provide credit to the relevant Stock Content Licensors. Therefore, you agree to contact us for further instructions.
- 2.4. Free Content. The following provisions apply to Free Content and in some cases generally to Stock Content:
- 2.4.1. For purposes of this Agreement, “**Commercial Use**” shall mean any use made by you of the Services for commercial purposes, including without limitation: (a) the use of the Services to promote a business, brand or a product (including in social or traditional media), and/or (b) the use of the Services as a tool in your business (*e.g.* retouching artists; portrait photographers; use for “before” and “after” photographs; make-up artists, etc.).
- 2.4.2. You may use the Free Content, in conjunction with the Services with which it was provided, only in order to Edit or Amend such Free Content. “**Edit or Amend**” shall mean (to the extent relevant to the media in question) the editing, filtering, cropping, bloating, shrinking, and reshaping the Free Content, and shall include the integration or use of the Free Content into or with other Content (such as images, video or music), so long as such is performed via the Services. Use (including without limitation

downloading, republication, retransmission or reproduction) of the non-Edited or non-Amended Free Content, on a standalone basis (*i.e.* without other Content provided by you, and without otherwise having Edited or Amended the Stock Content) is forbidden. Sharing of the Edited or Amended Free Content (including without limitation on social media) is specifically permitted, subject to any limitations herein with respect to Commercial Use. No ownership rights in or to the Free Content are provided to you, and other than as specified herein, Lightricks and its licensors retain and reserve all rights, title and interest (including without limitation all Intellectual Property Rights) in and to the Free Content. You may not sell, modify, reuse, resell, distribute, display, reproduce or make any use of the Free Content which is not expressly permitted hereunder. No ownership rights or copyrights in or to the Free Content are granted to you. You may not sublicense the use of the Free Content to any third party.

- 2.4.3. You may not remove any metadata of or about any Stock Content, reverse engineer, decompile, or disassemble the Services to enable the download of the Stock Content, or use the Stock Content, un-Edited or un-Amended, on a stand-alone basis, or not via the Services. To the extent there is a “right click” function in the Stock Content, you may not activate the "right click" function.
- 2.4.4. You specifically agree that you may not sell your rights to any Free Content, including without limitation any Free Content which has been Edited or Amended.
- 2.4.5. Free Content which is music (“**Music Content**”) may not be used as the theme song for a program or production without having received advance, specific written permission from Lightricks. You may not modify, edit, re-mix or otherwise alter in any way any Music Content, and may only use the Music Content subject to and in accordance with all of the terms and conditions contained herein. You hereby acknowledge that you shall not acquire any rights of ownership with respect to any Music Content used by you in connection with the Services.
- 2.4.6. Music Content may be used only in the context and as part of other Free Content that is being Edited or Amended, to advertise or promote such Edited or Amended Free Content. You may not make any other promotional use of the Music Content. You may not engage in any conduct which would result in the use, license, sale or exploitation of the Music Content by you or by any third party. Any fees which are due to a Collection Society (as defined hereinafter) for your use of the Music Content shall be payable solely by you. You will take all steps as necessary to submit to the relevant Collection Societies such filings as necessary, including "cue sheets" containing complete and accurate information. For purposes of this Agreement, a “**Collection Society**” shall mean any performing, mechanical or other rights society (e.g. ASCAP, BMI, SESAC, SOCAN, SACEM, MCPS, PRS, PPI, GEMA, GVL, SGAE, AIE). In the event you wish to use Music Content in a manner not authorized hereunder, you may contact us so that we may (at our discretion) provide you with the contact information of the applicable party that owns and/or controls rights to the particular Music Content, subject to the consent of such applicable party.
- 2.4.7. Music Content may be used by you to produce content that includes branded content (*i.e.*, editorial or creative content containing sponsor or commercial references or integration for which a third party has paid for either sponsorship or brand reference or integration, in accordance with the terms herein).
- 2.4.8. You acknowledge and agree that third-party providers of Music Content may have the right to place monetization claims on your Account Content made available by you on social media platforms that offer the right to make such claims. Such third party will

use commercially reasonable efforts to release any activated claims on such Account Content if you dispute the claim and reasonably demonstrate to the third party that such Account Content is created, and that you have acquired the necessary license to such Music Content, through the Services.

2.5. Premium Stock Content. The provisions of this Section 2.5 (*Premium Stock Content*) specifically apply to Premium Stock Content that is flagged as such by the relevant App or Web Service, or by the relevant Premium Stock Content Licensor:

2.5.1. You may use the Premium Stock Content, “as is” or Edited or Amended, provided that any Premium Stock Content to be used for resale or for Commercial Use, may not be used “as is” but only if Edited or Amended. You may only Edit or Amend and/or Export the Premium Stock Content (including without limitation as Edited or Amended) via or from the relevant App or Web Service. For purposes hereof, “**Exported**” shall mean the sharing, download, acquisition and/or pull out of Premium Stock Content, “as is” or Edited or Amended. Sharing of the “as is” or Edited or Amended Premium Stock Content (including without limitation on social media) is specifically permitted. No ownership rights in or to the Premium Stock Content are provided to you, and other than as specified herein, Lightricks and its licensors retain and reserve all rights, title and interest (including without limitation all Intellectual Property Rights) in and to the Premium Stock Content. You may not sell, modify, reuse, resell, distribute, display, reproduce or make any use of the Premium Stock Content which is not expressly permitted hereunder. No ownership or copyrights in or to the Premium Stock Content, either as is, or as Edited or Amended, are granted to you. You may not sublicense the use of the Premium Stock Content to any third party.

2.5.2. You may remove metadata in Premium Stock Content only if such Premium Stock Content is combined with other assets or Edited or Amended and/or Exported to a file format that does not support metadata, but you may not reverse engineer, decompile or disassemble the Premium Stock Content.

2.5.3. Please ensure that you download any Premium Stock Content for which you have paid immediately thereafter. We cannot ensure that if you attempt to download such Premium Stock Content at a later time, that you will not be charged for it again, nor that the Premium Stock Content will be available for download at all.

Any Premium Stock Content that is labeled “Storyblocks” within the relevant App or Web Service shall be subject to and used in accordance with the following End User License Agreement, as may be amended from time to time:
<https://static.lightricks.com/legal/storyblocks-end-user-license-agreement.pdf>.

Any Premium Stock Content that is labeled “Artist” within the relevant App or Web Service shall be subject to and used in accordance with the following, as may be amended from time to time:

When using assets of Artist (the “**Assets**”), please be advise any right granted to use the Assets is not exclusive; It is forbidden to: (i) use The Assets as separate files and/or present them as separate files and/or make them available for download as separate files, in any manner whatsoever; (ii) sell, transfer, share and/or give license to use and/or allow others to record anew or present and/or perform in public, copy, reproduce and/or distribute in any manner The Assets (as a whole or a part) as stand-alone package, whether for any consideration or for no consideration; (iii) use or enable the use by others of The Assets in order to provide service which competes with Artist, and you are obligated to pay any accruing remuneration or royalties for the

public reproduction of the assets as part of any project or any mechanical rights thereto, including any remuneration that might be charged by collecting societies (“PRO Royalties”), and you shall be solely liable for the payment of any such PRO Royalties.

- 2.5.4. User Content: The provisions of this Section 2.6 (*User Content*) specifically apply to Content uploaded, imported, or input by the User. User may only upload, import, or input Content for use in the Services that you own or have the necessary rights/permissions to use.

SCHEDULE D

Prohibited Uses

You must not do (or permit or encourage to be done) any of the following, in whole or in part:

1. copy, “frame” or “mirror” the Services;
2. sell, assign, transfer, lease, sublicense, or otherwise distribute or make available the Services to any third party (such as offering it as part of a time-sharing or service bureau environment);
3. publicly perform, display or communicate the Services;
4. modify, adapt, arrange, or translate the Services;
5. decompile, disassemble, decrypt, reverse engineer, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of the Services;
6. remove, alter, or conceal any copyright, trademark or other proprietary rights notices displayed in the Services;
7. circumvent, disable or otherwise interfere with security-related features of the Services, or publicly identify any security vulnerabilities in them;
8. make a derivative work of the Services, or use them to develop any service or product that is substantially similar to it;
9. store or transmit any robot, malware, Trojan horse, or similar malicious item (for example, by way of Account Content) intended (or that has the potential) to damage or disrupt the Services;
10. employ any hardware, software or technique to pool connections, devices or users that use the Services (sometimes referred to as ‘virtualization’, ‘multiplexing’ or ‘pooling’) in order to circumvent any limitations or conditions on the scope of your Subscription;
11. forge or manipulate identifiers in order to disguise the origin of any Account Content or impersonate any person or entity, or make any false statement pertaining to your identity or affiliation with any person or entity;
12. take any action that imposes (as determined at Lightricks’ discretion) an unreasonable or disproportionately large load on the servers or other cloud infrastructure which operate or support the Services, otherwise systematically abuse or disrupt the integrity of such servers or infrastructure, or send automated queries;
13. engage in any activity that constitutes or encourages conduct that constitutes a criminal offense, gives rise to civil liability or otherwise violates any applicable law, including without limitation laws governing privacy, defamation, spam, and copyright;
14. cause or launch any programs for the purpose of scraping, indexing, or otherwise data mining any portion of the Services, or use robots, crawlers and similar applications to collect and compile Content from the Services, or send data to or from the Services for the purposes of competing with the Services or in such ways that may impair the Services’ functionality;
15. display or embed Content from the Services (including without limitation by any software, Feature, gadget or communication protocol), which alters the Content or its design;

16. collect or process personal information regarding the Services' users, without their prior explicit consent, or threaten or intimidate other users of the Services;
17. link to the Services from web pages or applications that contain pornographic Content or Content that encourages racism or wrongful discrimination;
18. include in any Account Content information which may be considered as identifying a minor (or information enabling contact of minors), or which violates a person's privacy rights or publicity rights, which is threatening, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable, or which constitutes unsolicited commercial communications ('spam') or pyramid schemes; and/or (s) with respect to Music Content:
 - 18.1. use any Music Content in TV or SVOD, AVOD, FVOD or OTT productions, radio or podcast productions, feature films, vignettes or theme songs, corporate identification material (i.e., sound logos) or advertisements or commercials (i.e., productions published within paid media space, including, but not limited to, TV, cinema, radio or podcast commercials, out-of-home displays and online pre/mid/post-rolls;
 - 18.2. use Music Content with material that is defamatory, illegal or inciteful of an illegal act, immoral, hateful or discriminating against any person, constitutes encouragement of violence or use of weapons, or that otherwise violates any rights of anyone associated with the Music Content or any third party;
 - 18.3. make available, or in any way exploit the Music Content for the purpose of making Music Content (in whole or in part) available, on a stand-alone basis (i.e., not being synchronized with your Account Content), or repackage the Music Content, or upload or use it (in whole or in part) as for example audio samples, sound libraries, or in Content ID or any other similar music recognition system for any purpose and/or in any way use, distribute, or otherwise exploit the Music Content as your property; and/or
 - 18.4. incorporate any of your Account Content containing Music Content in a software application or video game.

SCHEDULE E

Illicit Content Policy

1. **Removal of Content.** It is the policy of Lightricks to respect the legitimate rights of copyright owners or legitimate interest of any rights holders, and we will respond to clear notices of alleged copyright infringement or any other infringement to applicable laws. Pursuant to the Digital Millennium Copyright Act (the “**DMCA**”) and the Digital Services Act (the “**DSA**”), we have designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with the Services. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of users of the Services who are repeat infringers. If you believe that your work or someone else’s work has been copied in a way that constitutes copyright infringement, or that information published on our Services might be illegal content, please provide the Copyright Agent (as defined below) with the following information in accordance with the DMCA and the DSA:
 - 1.1. The elements justifying your right on the copyrighted work (whether you hold the right or you act on behalf of the right holder).
 - 1.2. A description of the copyrighted work you claim has been infringed or sufficiently substantiated explanation of the reasons why you allege the content in question to be illegal;
 - 1.3. A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
 - 1.4. Your address, for DMCA-related notices only, telephone number, and email address;
 - 1.5. A 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; and
 - 1.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. In accordance with the DMCA only, your notice should also include: An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright.
 - 1.7. In the event that you submit an incomplete or deficient Notice or Counter Notice (as such terms are defined in the DMCA) to Lightricks, Lightricks is not obligated to respond or to take further action on the matter.
2. **Counter-Notification.** If you believe that the material you posted was removed from the Services by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following (please consult your legal counsel or see the DMCA to confirm these requirements):
 - 2.1. Your physical or electronic signature;
 - 2.2. 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. Providing URLs in the body of an email is the best way to help us locate content quickly;
 - 2.3. A statement under penalty of perjury that you have 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

- 2.4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the Services may be found or accessed, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.
3. Notice from national authorities: National authorities of EU member states might contact Lightricks for any orders to act against illegal content to the following mail address: legal@lightricks.com.
4. Misrepresentations. Please note that under the DMCA (at 17 U.S.C. Section 512(f)) any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.
5. Copyright and infringement Agent. Our agent for notice of claims of copyright infringement or any other infringement to applicable laws ("**Copyright Agent**") can be sent in the English language to the following address: Lightricks Ltd., email: contact@lightricks.com.