

LIGHTRICKS™ TERMS OF USE

Last Updated: December 31, 2019

Welcome to Lightricks! **Lightricks Ltd.** offers mobile software applications (each, an "**App**") and web services (each, a "**Web Service**"), allowing you to create, edit, and perfect photos, create images, edit videos and share your creations through social media and email, or enjoy our how-to guides.

This *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 11.211.2 (*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 SECTION Error! Reference source not found.10 (GOVERNING LAW; DISPUTE RESOLUTION) AND ITS RELATED SCHEDULE C 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.

As used herein: (a) "**Services**" means the Apps 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, files, images, graphics, sounds, music, videos, code, 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 is an example of Service Content.

1. LIGHTRICKS SERVICES AND CONTENT

- 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.
- 1.2. **Additional Rules about Content.** Your use of Service Content is also subject to the *Content Rules and Policy* specified in **Schedule A** below (the "**Content Rules and Policy**").
- 1.3. **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 B** attached below (the "**Prohibited Uses**").
- 1.4. **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).
- 1.5. **Changes to the Services.** Lightricks reserves the right, from time to time and in its discretion, and without prior notice, 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 (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. 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.

- 1.6. 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 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/Lightricks-Privacy-Policy-13-06-2019.pdf>), which is incorporated into this Agreement by reference.

You are responsible for all of your Account Content, and you agree to the *Content Rules and Policy* regarding Account Content. "**Account Content**" shall mean Content inputted, uploaded, shared, posted, published, 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 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, refunds are permissible in accordance with their refund policy; otherwise refunds are permissible in accordance with the refund policies that Lightricks publishes. 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, except for taxes based upon Lightricks' net income.
- 3.2. Payment Methods and Processing. Payments may be processed via the relevant App Marketplace, 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.

4. INTELLECTUAL PROPERTY

- 4.1. Services. All rights, title and interest (including without limitation all Intellectual Property Rights) in and to the Services is and shall remain exclusively owned by Lightricks and/or its licensors. If you provide us with any suggestions or other feedback about the Services ("**Feedback**"), you agree that we may use such Feedback at our discretion, and without any restriction (e.g., for

research and development purposes, for commercial purposes *etc.*) or obligation to you.

- 4.2. Lightricks Brands. The trademarks and branding (collectively, "**Trademarks**") displayed in the Services, as well as their associated goodwill, are and shall remain exclusively owned by Lightricks and/or its licensors (the "**Service Trademarks**"). Some of those Service Trademarks may also be registered by their respective owners. You may not use or register any Trademark that is confusingly similar to any Service Trademarks, and you must refrain from any action that may dilute, tarnish, or damage Service Trademarks or their associated goodwill.
- 4.3. DMCA Copyright 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 *DMCA Copyright Policy* set forth in **Schedule D** 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. ADVERTISEMENTS AND THIRD-PARTY INTERFACES AND LINKS

We may present third party advertisements in the Services. We do not control such advertisements and cannot guarantee that they are reliable or accurate. 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.

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. Lightricks has no control over, assumes no 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.

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 Feature 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. DISCLAIMER OF WARRANTIES

USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. 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.

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.

7. LIMITATION OF LIABILITY

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:

- 7.1. INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES;
- 7.2. LOSS OF PROFIT, BUSINESS, ANTICIPATED SAVINGS, OR OPPORTUNITY;
- 7.3. LOSS OF, OR DAMAGE TO, ANY CONTENT, REPUTATION, OR GOODWILL; AND/OR
- 7.4. COSTS OR EXPENSES OF PROCURING SUBSTITUTE GOODS OR SERVICES.

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.

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 NEGLIGENCE, OR FOR FRAUD, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW.

8. 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 any breach by you under this Agreement and/or any violation by you of any law and/or the rights of any third party.

9. TERMINATION

- 9.1. 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).
- 9.2. Termination by You. You may terminate this Agreement at any time, via the functionality offered or by cancelling 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.
- 9.3. 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 44 (*Intellectual Property*) and 6 (*Disclaimer of Warranties*) through 1111 (*General Legal Terms*) inclusive.

10. GOVERNING LAW; DISPUTE RESOLUTION

This Agreement, as well as non-contractual 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

In the event of any claim, dispute or controversy in connection with this Agreement (a "**Dispute**"), such Dispute shall be resolved exclusively by arbitration in accordance with **Schedule C** (*Mandatory Arbitration*) below.

However, if the Dispute is not subject to arbitration (either because you opted-out of the arbitration in the manner described in **Schedule C**, or because a court of competent jurisdiction determined that the agreement to arbitrate does not to apply to you or the Dispute) then the Dispute shall be subject to the exclusive jurisdiction and venue of:

- 10.1. ***If you are a resident of the United States:*** the competent 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
- 10.2. ***If you are not a resident of the United States:*** the competent courts located in Tel Aviv-Jaffa, 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.

Regardless of any law to the contrary, any claim you may have arising under, or otherwise in connection with, this Agreement must be filed within ONE (1) YEAR after such claim arose, or else you agree that such claim will be barred forever.

If you are a consumer (as defined in the law of your jurisdiction), this Agreement is not intended to, and shall not, exclude or limit any mandatory rights you may have under the consumer laws of your jurisdiction.

11. GENERAL LEGAL TERMS

11.1. **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.

11.2. **Agreement Modifications by Lightricks.** Lightricks reserves the right, from time to time and

in its discretion, to make changes to this Agreement (each, "**Agreement Modifications**"). The modified Agreement will either be posted online (<https://static.lightricks.com/legal/terms-of-use.pdf>), within the Services, and/or notified to you via email or your Account. (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 ten (10) days after posting the modified Agreement or notifying you of it, as described above, unless a different date is specified. If you do not agree to the Agreement Modifications, 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.

- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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**").
- 11.7. Severability. If any provision of this Agreement (for example, the provisions of Section 10 (*Governing Law; Dispute Resolution*) or **Schedule C** (*Mandatory Arbitration*)) is held by a court to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) you and Lightricks agree that the court 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 court 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.
- 11.8. 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.

- 11.9. 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.
- 11.10. 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, as regards 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.
- 11.11. 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 or required by applicable law, you agree to send all notices to Lightricks, to: contact@lightricks.com.
- 11.12. 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.
- 11.13. 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.
- 11.14. 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

Content Rules and Policy

A. USE OF STOCK CONTENT

1. Stock Content. 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 (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. 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 Marketplace and/or within the Services. The Content Fee will be payable through such payment methods as are accepted by the App Marketplace 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. 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:
 - a. With respect to Free Content later reclassified as Premium Stock Content ("**Reclassified Free Content**"), but which you have already Edited or Amended 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 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 **Error! Reference source not found.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.
 - b. 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 **Error! Reference source not found.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 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 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.

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.
4. Free Content. The following provisions apply to Free Content and in some cases generally to Stock Content:
 - a. 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 (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.).
 - b. 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.
 - c. The Free Content may not be incorporated into a logo, corporate ID, trademark, service mark or any other branding or identifier.
 - d. The Free Content may not be used: (a) for pornographic, defamatory or other unlawful purposes; (b) in physical or digital retail products, such as e-cards, calendars, posters or screensavers, to the extent that such products are for sale; or (c) for the purpose of enabling file-sharing of the raw image file.
 - e. 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.
 - f. 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.
 - g. You specifically agree that you may not sell your rights to any Free Content, including

unlawful purposes.

- d. 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.
- e. 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.
- f. We do not warrant the accuracy or completeness of any captions or other information (such as metadata) we provide you with respect to the Premium Stock Content.
- g. You shall be solely responsible for determining whether releases (such as a publicity or photo release) are required in connection with any proposed use of the Premium Stock Content and you shall be solely responsible for obtaining all necessary releases and similar permissions. We do not grant any right, nor 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.
- h. 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 Premium Stock Content, nor may you make the Premium Stock Content available in the form of fine art prints.
- i. 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.

B. RESPONSIBILITY FOR YOUR CONTENT

1. **Your Responsibility.** Subject to the Account Content License, you own all rights, title and interest (including without limitation all Intellectual Property Rights) in and to your Account Content. You are solely responsible for (and you agree to hold harmless and release Lightricks and all Lightricks' Affiliates and licensors from) all your Account Content, and any use of it (including without limitation use by others).
2. **Representations and Warranties.** You represent and warrant that: (a) your Account Content does not, and will not, infringe or violate any third party's Intellectual Property Rights, privacy rights, publicity rights, or any law; (b) your Account Content is not, and will not be, disparaging, libelous, threatening, offensive, harassing, deceptive, abusive, promoting of violence, illegal drugs, illegal arms trafficking, or illegal gambling, and does not, and will not, contain obscenity or pornography, create any risk to a person's safety or health, impersonate another person, compromise national security, or interfere with an investigation by law enforcement; and (c) you have obtained, and will maintain during and after any termination of this Agreement, any and all licenses, permissions, consents, approvals, and authorizations required in connection with your Account Content (for example, obtaining the consent of someone to whom you send a message). The content, nature, frequency, and quantity of your Account Content has not been specifically requested or authorized (and may or may not be reviewed) by Lightricks, and is submitted to the Services at your sole risk. Without derogating from the generality of the above, you agree that you will not submit any Content which contains information which it is

unlawful for you to possess in the country in which you are resident. Lightricks reserves the right (but shall have no obligation) to decide whether your Account Content complies with the requirements set out in this Agreement, and may remove such Account Content and/or terminate your access to the Services for submitting Content which is in violation of this Agreement, without prior notice and at Lightricks' discretion.

3. No Obligation by Lightricks. Lightricks has no obligation to accept, display, review or maintain any of your Account Content. Lightricks may, at any time and without notice, edit, replace and/or delete your Account Content in our discretion, including, without limitation, if we: (a) determine that you are in breach of any provision of this Agreement (for example, if your Account profile picture contains nudity or impersonates another person, we may replace the picture with another picture we deem appropriate) or have violated (or are suspected by us of violating) any law; and/or (b) deem it helpful or reasonably necessary to comply with any applicable law, legal process, or governmental request, to enforce the Agreement (including investigations of potential violations thereof), to detect, prevent, or otherwise address fraud, security issues, and/or to protect against harm to the rights, property or safety of Lightricks, our licensors, our users, yourself, and/or the public.
4. Account Content License. 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, in any media format and through any media channels, to access, process, distribute, reproduce, publicly perform, publicly display, creative derivative works of, and otherwise use your Account Content: (a) to perform under this Agreement, including without limitation to provide you with the Services and any technical support; (b) on an aggregated or otherwise anonymous basis, for improving the Services, for analytics, and/or generally for research and development; and/or (c) to promote the Services and/or Lightricks ((a), (b) and (c) collectively, the "**Account Content License**"). 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.
5. Moral Rights Waiver. You hereby irrevocably waive (and agree never to assert) against Lightricks, its Affiliates, Lightricks' licensors, and/or any other user of the Services, any Moral Rights you may have in and to any of your Account Content. "**Moral Rights**" means any rights of paternity or integrity, or any right to claim authorship of a work, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any work, whether or not such would be prejudicial to the honor or reputation of the creator of the work, and any similar right, existing under judicial or statutory law of any jurisdiction, or under any treaty.

SCHEDULE B

Prohibited Uses

You must not do (or permit or encourage to be done) any of the following, in whole or in part: (a) copy, "frame" or "mirror" the Services; (b) 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); (c) publicly perform, display or communicate the Services; (d) modify, adapt, arrange, or translate the Services; (e) 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; (f) remove, alter, or conceal any copyright, trademark or other proprietary rights notices displayed in the Services; (g) circumvent, disable or otherwise interfere with security-related features of the Services, or publicly identify any security vulnerabilities in them; (h) make a derivative work of the Services, or use them to develop any service or product that is substantially similar to it; (i) 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; (j) 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; (k) 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; (l) take any action that imposes (as determined in 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; (m) 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; (n) 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; (o) 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; (p) collect or process personal information regarding the Services' users, without their prior explicit consent, or threaten or intimidate other users of the Services; (q) link to the Services from web pages or applications that contain pornographic Content or Content that encourages racism or wrongful discrimination; and/or (r) 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.

SCHEDULE C

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 contacting contact@lightricks.com. If a Dispute is not resolved within 30 days after the email noting the Dispute is sent, you may initiate proceedings, as set forth in this **Schedule C**.

You and Lightricks agree to resolve any Dispute only by FINAL AND BINDING BILATERAL ARBITRATION in accordance with the below; *except, however*, that:

- (a) 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), 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;
- (b) each party retains the right to seek equitable relief to protect any Intellectual Property Rights, in any court of competent jurisdiction; and
- (c) nothing herein precludes you from bringing issues to the attention of federal, state, or local agencies.

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.

If you are a resident of the United States: Unless you and Lightricks expressly agree otherwise in writing, the arbitration shall take place in-person (except that if telephonic or other remote electronic means are available and permissible, then you may elect to conduct the arbitration via such means) in **New York City, New York**. The arbitration will be administered by *Judicial Arbitration and Mediation Services, Inc. ("JAMS")*, before a single arbitrator and in the English language, in accordance with the *JAMS Streamlined Arbitration Rules and Procedures ("JAMS Streamlined Rules")*, 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. The Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("**FAA**") (and not any state law concerning arbitration) applies to this agreement to arbitrate, and governs all questions of whether a Dispute is subject to arbitration.

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.

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. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the plaintiff's/claimant's individual claim.

Regardless of who initiates arbitration for a Dispute, you will always remain responsible for your costs relating to counsel, experts, witnesses, and travel to the arbitration. Payment of all filing, administration and arbitrator fees will be governed by the JAMS or CADR rules (as applicable). If you are an individual and have not accessed or used the Services on behalf of an entity, we will reimburse those fees for claims where the amount in dispute is less than \$10,000 (unless the arbitrator determines the claims are frivolous), and we will not seek attorneys' fees and costs in arbitration (unless the arbitrator determines the claims are frivolous). If Lightricks initiates an arbitration for a Dispute, Lightricks will pay all administrative fees and costs related to the arbitration, including all professional fees for the arbitrator's services.

All aspects of the arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain its confidentiality, unless (and in such cases, only to the extent) otherwise required by applicable law. This paragraph shall not prevent a party from submitting to a court any information necessary to enforce an arbitration award, or to seek equitable relief.

YOU ACKNOWLEDGE AND AGREE THAT, EVEN IF ANYTHING IN THE JAMS STREAMLINED RULES (OR OTHER JAMS OR CADR RULES, AS APPLICABLE) PERMIT OTHERWISE:

- (A) 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, AND THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY; AND
- (B) 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.

OPT-OUT: You can choose to reject this agreement to arbitrate ("**Opt-out**") by emailing contact@lightricks.com within thirty (30) days after the date you agree to this Agreement for the first time. The Opt-out email you send to us must state that you do not agree 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. If you Opt-out of this agreement to arbitrate, all other provisions of the Agreement will continue to apply, and you will not be permitted to invoke this agreement to arbitrate to resolve any Dispute with Lightricks.

To the extent any provision of this Schedule C is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, you and Lightricks agree that the provisions of Section 11.7 (*Severability*) shall apply.

SCHEDULE D

DMCA Copyright Policy

1. Removal of Content. It is the policy of Lightricks to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act (the "**DMCA**"), 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 has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information in accordance with the DMCA:

- (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- (ii) A description of the copyrighted work you claim has been infringed;
- (iii) 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;
- (iv) Your address, telephone number, and email address;
- (v) 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
- (vi) 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.

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):

- (i) Your physical or electronic signature;
- (ii) 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;
- (iii) 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
- (iv) 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. 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.

4. Copyright Agent. Our agent for notice of claims of copyright infringement ("**Copyright**

Agent") can be reached as follows:

Lightricks Ltd.

Email: contact@lightricks.com