

Lightricks Ltd.

LTX Studio

Terms of Use

Last Updated: July 8, 2024

Welcome to LTX Studio! **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 a new third-party integrated artificial intelligence (“**AI**”) video production tool, named “LTX Studio™” (“**LTX Studio**”), on a web-based platform (including any related intellectual property thereto and any third party integrated software) (the “**Platform**”), which allows you (“**you**,” “**your**,” or “**User**”) to create, edit, perfect, and share AI-based videos through the Platform, social media, and/or email.

These *Terms of Use* (the “**Agreement**” or “**Terms**”) are a contract you are entering into with Lightricks – so you should read through all of it. Lightricks can also make changes to the Agreement – see more details about that in Sections 1.1 (*Modifications*) and 19.3 (*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) “**Commercial Use**” means any use made by you of LTX Studio and the Platform for *commercial* purposes, including without limitation: (i) the use of LTX Studio and the Platform to promote a business, brand or a product (including in social or traditional media), (ii) the use of LTX Studio and the Platform as a tool in your business and/or (iii) the sale of copies of any Outputs (as defined in Section 5.3 below); (b) “**Personal Use**” means any use (including organic use and personal brand promotion) made by you of the Platform and the Outputs, and is posted on your personal social media accounts and websites, excluding promotion of any business, services or products, or that is sponsored by, contributed by, or made in affiliation or partnership with any third party (c) “**Content**” means any text, data, information, username, handle name, files, images, graphics, sounds, music, videos, audio clips, links, and/or other similar materials; (d) “**Account Content**” means Content input, imported, uploaded, linked, shared, posted, published, stored, or otherwise originated by you in relation to your use of the Platform, including Input (as defined in Section 5.3 below) and Output; and (e) “**Service Content**” means any Content (excluding your Account Content) appearing or made available on or in the Platform. For the avoidance of doubt, (i) stock photos, videos, audio, music or other Content which you may incorporate into your use of the Platform, which includes the Storyblocks Content (as defined below) and/or (ii) Output (defined below) are examples of Service Content.

1. **PRELIMINARY MATTERS**

- 1.1. **Modification.** The Company may, in its exclusive discretion, modify or revise the Agreement and by continued use of the Platform, you agree to be bound by the modified or revised Agreement. If You do not wish to be bound by the updated Agreement, You must stop using the Platform. If the changes are materially adverse to you, you also will be notified via email or within the Platform or otherwise.
- 1.2. **Authority to Be Bound.** You acknowledge that You are 18 years of age or older, and are fully

able and competent to enter into — and abide by — the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Agreement. However, even if You are not competent to enter into a legal agreement, if You knowingly accept and enjoy the benefits of the Platform, then You will be deemed bound to the undertakings in the Agreement. We do not review all Content and/or Input uploaded to the Platform, but we may use available technologies, vendors, or processes to screen for certain types of illegal content (for example, child pornography) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords that indicate adult content has been posted outside of the adult wall).

- 1.3. COPPA Restriction. LTX Studio and the Platform may not be used by any user that is under the age of eighteen (18). For avoidance of doubt, it is hereby clarified that LTX Studio and the Platform are not directed to children under the age of 13. Should we receive information (name, address, email, account number, telephone, social security number) from a child known to be under 13, the information will only be used to respond directly to the child or provide parental notice. Outputs that are generated by LTX Studio are generated using an artificial intelligence system based on user queries. This is a new technology, and it does not always work as expected. No guarantees are made as to the suitability of the Outputs for you.
- 1.4. Privacy. LTX Studio is one of several Company products that 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. LIGHTRICKS SERVICES

- 2.1. Your Rights. Subject to your compliance with the terms and conditions of this Agreement and applicable law, Lightricks hereby grants you a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right for you to access and use the Platform (the “**Subscription**”). Each Subscription is to be used by only one (1) person and cannot be shared. At the end of your Subscription term, your license(s) will expire as set forth herein. The version(s) of the Platform available at your renewal date may be different from the version(s) available when you first licensed them from Lightricks. You agree that your decision to use, access, or license the Platform is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Lightricks regarding future functionality or features. As used herein, a “**Paid Subscription**” means a Subscription to any fee-based portions of the Platform, as deemed by Lightricks at its sole discretion.
- 2.2. User-Generated Content. Lightricks may host user-generated content from our users. If you access our Platform, you may come across user-generated content that you find offensive or upsetting. Lightricks bears no responsibility for such user-generated content and your sole remedy is to stop viewing the content. If available, you may also click on the “Report” button to report offensive user-generated content to Lightricks or you may contact us at contact@lightricks.com.
- 2.3. Beta Version. Lightricks may designate the Platform, or a feature of the Platform, as a beta version (“**Beta Version**”). A Beta Version does not represent the final Platform and may contain bugs that may cause system or other failure and data loss. Lightricks may choose not to release a commercial version of the Beta Version. You must promptly cease using the Beta Version and destroy all copies of the Beta Version if we request you to do so. In exchange for your use of a Beta Version, you agree that Lightricks may collect data, including crash data, regarding your use of the Beta Version and analyze your Content, including manual review, to improve the Platform and to personalize your experience, regardless of whether you chose to opt-out of data collection for non-Beta Versions. If you do not wish to have your usage tracked or Content

analyzed, you must discontinue your use of the Beta Version.

- 2.4. Refund Policy. Refunds are permissible in accordance with our Refund Policy, as found here: <https://static.lightricks.com/legal/ltxstudio-refund-policy.pdf> (the “**Refund Policy**”).
- 2.5. Restricted Access. LTX Studio and the Platform 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, etc.), and some Features may be subject to additional fees, irrespective of a Paid Subscription.
- 2.6. 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, regarding LTX Studio and the Platform (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.
- 2.7. Changes to the Platform. Lightricks reserves the right, from time to time, at its sole discretion, to: (a) change any Features and/or other aspects (such as the design, layout, or availability) of LTX Studio or the Platform; (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) operating systems, in which case your access to LTX Studio and the Platform on such operating systems may be impaired. We may change the Platform to better reflect improvements or enhancements made to LTX Studio and the Platform 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 LTX Studio and/or the Platform 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 Platform) in the event we decide to shut down or discontinue LTX Studio and/or the Platform as a whole.
- 2.8. Reservation of Rights. For the avoidance of doubt, LTX Studio and the Platform are only licensed to you, and no title in LTX Studio or the Platform 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 LTX Studio and the Platform, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.

3. PAYMENT

- 3.1. Fees. Certain Features are only offered under a Paid Subscription, and certain Service Content is only offered for payment. You agree to pay whatever fees and other charges are presented to you when you subscribe to a Paid Subscription (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**”). Refunds are permissible in accordance with our Refund Policy. 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 any 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 with 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-based purchases, if you are not located in Israel, Lightricks UK Ltd., Lightricks US, Inc. or Lightricks GmbH, respectively, are responsible for the execution of your transaction and will initiate your payment on behalf of Lightricks Ltd. and if you are located in the US, Lightricks US, Inc. 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 Platform through the end of the billing period (i.e. you will have access until the end of the applicable billing period which you purchased). 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 partially Paid Subscription periods. To cancel, please follow the instructions detailed in our [Refund Policy](#). If you cancel your Paid Subscription, your access will automatically terminate 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 LTX Studio and the Platform, including without limitation, any Feedback, are and shall remain exclusively owned by Lightricks and/or its licensors.
- 4.2. Lightricks Brands. The trademarks and branding displayed in LTX Studio and the Platform , as well as all 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. 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. **YOUR ACCOUNT AND CONTENT**

- 5.1. Your Account. In order to access LTX Studio and the Platform, you will 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, if applicable) 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 Policy* (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.

- 5.2. Your Content. Lightricks reserves the right (but does not have the obligation) to remove Content or restrict access to the Platform if any of your Content is found to be in violation of these Terms or any applicable law. In addition, Lightricks does not monitor or control what others do with your Content. You are responsible for determining the limitations that are placed on your Content and for applying the appropriate level of access to your Content. It is your responsibility to let other users know how your Content may be shared and to adjust the setting related to accessing or sharing your Content.
- 5.3. Grant of Rights. LTX Studio is a third-party integrated artificial intelligence-based storytelling video creation tool that creates unique, custom-tailored storytelling videos that can be generated based upon terms and phrases (“**Text Cues**”), images (“**Image Cues**”), music (“**Music Cues**”), and voices or sounds (“**Sound Cues**”) that you input into or requested in LTX Studio. By entering Text Cues, Image Cues, Music Cues, and Sound Cues (collectively, the “**Input**”) into LTX Studio and generating artificial intelligence-generated videos (the “**Output**”), 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 your Account Content, including your or any third-party’s name, voice, image, likeness, and/or other identifying information as contained in your Account Content: (i) to provide services to you in accordance with the provisions of this Agreement, including without limitation, to provide you with LTX Studio and the Platform and any technical support; (ii) on an aggregated or otherwise anonymous basis, for improving LTX Studio and the Platform, for analytics, and/or generally for research and development, and (iii) to prepare derivative works of and based upon, or otherwise use, the Output and/or your Account Content, for internal purposes to improve our products and services and for training purposes of any artificial intelligence-based models, now known or existing in the future. In addition, you grant the Company and its subsidiaries, affiliates, and partners with a worldwide, non-exclusive, fully paid, royalty-free, irrevocable, sublicensable and transferable license to generate additional Output from your Input and modify the resulting Output from such generation. The licenses set forth in this Section shall survive any termination of this Agreement by any party, for any reason.
- 5.4. 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 Account Content, you shall 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 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.
- 5.5. Prohibited Use. You must not do (or permit or encourage to be done) any of the following, in whole or in part: (i) copy, “frame” or “mirror” LTX Studio or the Platform; (ii) sell, assign, transfer, lease, sublicense, or otherwise distribute or make available LTX Studio or the Platform to any third party (such as offering it as part of a time-sharing or service bureau environment); (iii) publicly perform, display or communicate LTX Studio or the Platform; (iv) modify, adapt, arrange, or translate the LTX Studio or the Platform; (v) 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 LTX Studio or the Platform; (vi) remove, alter, or conceal any copyright, trademark or other proprietary rights notices displayed in LTX Studio or the Platform; (vii) circumvent, disable or otherwise interfere with security-related features of LTX Studio or the Platform, or publicly identify any security vulnerabilities in them; (viii) make a derivative work of LTX Studio or the Platform, or use them to develop any service or product that is substantially

similar to them; (ix) store or transmit any robot, malware, Trojan horse, or similar malicious item intended (or that has the potential) to damage or disrupt LTX Studio or the Platform; (x) employ any hardware, software or technique to pool connections, devices or users that use LTX Studio or the Platform (sometimes referred to as 'virtualization', 'multiplexing' or 'pooling') in order to circumvent any limitations or conditions on the scope of your Subscription; (xi) 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; (xii) 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 LTX Studio or the Platform, otherwise systematically abuse or disrupt the integrity of such servers or infrastructure, or send automated queries; (xiii) 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; (xiv) cause or launch any programs for the purpose of scraping, indexing, or otherwise data mining any portion of LTX Studio or the Platform, or use robots, crawlers and similar applications to collect and compile Content from LTX Studio or the Platform, or send data to or from LTX Studio or the Platform for the purposes of competing with LTX Studio or the Platform or in such ways that may impair LTX Studio's or the Platform's functionality; (xv) display or embed Content from LTX Studio or the Platform (including without limitation by any software, feature, gadget or communication protocol), which alters the Content or its design; (xvi) link to the Platform from web pages or applications that contain pornographic Content or Content that encourages racism or wrongful discrimination; (xvii) 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.

- 5.6. Content Formats. For the purposes of LTX Studio and the Platform, and any license and authority granted hereunder to the Company, all Input and Output includes the expression of such Input and Output 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).
- 5.7. Responsibility for Input and Output. You are solely responsible for any Output created by you and/or your use of LTX Studio, as well as the consequences of creating your Output by LTX Studio and any use of the Output, including, without limitation, any sharing or posting of the Output in any social media or otherwise. You are responsible for all Input, and you affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions required to use and provide such Input to LTX Studio, that your Input and Output 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 Input or Output created, generated, uploaded, downloaded and/or posted, or otherwise used by or for you and/or your use of LTX Studio, the Input or the Output, as well as the consequences of creating, generating, uploading, downloading, using or posting Input or Output to/by the Platform or to any third-party. You are solely responsible for all use of any Outputs resulting from any use of LTX Studio and evaluating the Outputs for accuracy and appropriateness for your use case, including by utilizing human review as appropriate.
- 5.8. Third Party Rights. You agree that any Input or Output that you submit, upload, download, post or otherwise distribute to the Platform 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 Agreement. You assume all risk and responsibility for determining whether you may lawfully post or otherwise distribute any Input or Output, and we have no obligation to evaluate, screen, or monitor any Input or Output that you post to the Platform, or elsewhere. By distributing Input or Output to the Platform in any manner, you represent and warrant that you will not be in violation of any agreements or other rights or grants.

- 5.9. Use of Output. Subject to your compliance with the Agreement, you may use the Outputs for any Personal Use. Specific subscriptions offered on our Platform (such as Business tier) include also Commercial Use. Commercial Use includes the right to sell your rights to the Outputs you create, incorporate them into works such as films, websites, and presentations, and otherwise commercialize them. Any commercializing of the Outputs by you is at your risk and is subject to and in accordance with this Agreement, any third-party license governing LTX Studio and any applicable law. Your use of the Outputs is at your own risk. Company makes no representations or warranties of any kind regarding the Output or your use thereof for any purpose, 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 Outputs.
- 5.10. Ownership of Output. To the extent permitted by applicable law, you: (a) retain your ownership rights in your Input and grant to the Company all relevant rights and licenses as set forth in Section 5.2 of this Agreement, and (b) own the Output. Notwithstanding the foregoing, you further acknowledge that pursuant to applicable law, it may be the case that you have no ownership rights, copyrights or interest in or to any Output. Company will not resell Output that you have created or assert any copyright in your Input or Output against you or any end users, all provided that you comply with the Agreement. If you violate the Agreement, you will lose the right to use the Output, 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 Outputs may be created by other people using the same or different Input, and such is not under Company's control or responsibility, and your rights are only to the specific Outputs that you have created.
- 5.11. Storyblocks Content.
- 5.11.1. Any Content that is labeled "Storyblocks" within the Platform ("**Storyblocks Content**") 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> (the "**Storyblocks EULA**"). To the extent of any conflict or inconsistency between a provision of this Agreement and the Storyblocks EULA, the latter shall govern.
- 5.11.2. You may not remove any metadata of or about any Storyblocks Content, reverse engineer, decompile, or disassemble LTX Studio and/or the Platform to enable the download of the Storyblocks Content, or use the Storyblocks Content, un-Edited or un-Amended, on a stand-alone basis, or not via LTX Studio and/or the Platform. To the extent there is a "right click" function in the Storyblocks Content, you may not activate the "right click" function.
- 5.11.3. You may use the Storyblocks Content, in conjunction with LTX Studio, only in order to Edit or Amend such Storyblocks Content. "**Edit or Amend**" shall mean (to the extent relevant to the media in question) the editing, filtering, cropping, bloating, shrinking, and reshaping the Storyblocks Content, and shall include the integration or use of the Storyblocks Content into or with other Content (such as images, video or music), so

long as such is performed via LTX Studio and the Platform. Use (including without limitation downloading, republication, retransmission or reproduction) of the non-Edited or non-Amended Storyblocks Content, on a standalone basis (*i.e.* without other Content provided by you, and without otherwise having Edited or Amended the Storyblocks Content) is forbidden. Sharing of the Edited or Amended Storyblocks 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 Storyblocks 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 Storyblocks Content. You may not sell, modify, reuse, resell, distribute, display, reproduce or make any use of the Storyblocks Content which is not expressly permitted hereunder. No ownership rights or copyrights in or to Storyblocks Content are granted to you. You may not sublicense the use of Storyblocks Content to any third party.

5.11.4. You specifically agree that you may not sell your rights to any Storyblocks Content, including without limitation any Storyblocks Content which has been Edited or Amended.

5.12. General Provisions - Use of Content.

5.12.1. Content may not be used for pornographic, defamatory or other unlawful purposes.

5.12.2. If 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.

5.12.3. 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 any 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 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.

5.12.4. 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 Storyblocks Content, nor may you make the Storyblocks Content available in the form of fine art prints.

6. **USER CONDUCT**

6.1. User Conduct. By using LTX Studio and the Platform, you agree you will abide by this Agreement, and hereby consent and agree to avoid any and all Prohibited Uses as well as expressly agree that your Account 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**"). Use in any manner 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 to this Agreement, you acknowledge and agree that all ownership, licenses, Intellectual Property and other rights

and interests in and to LTX Studio and the Platform remain solely with the Company. You are not entitled or permitted to use LTX Studio 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 Account Content that violates this Agreement, including, without limitation, deletion of such Account Content and report of User to appropriate law enforcement authorities.
- 6.4. Deletion of Account Content and/or Account. The Company is authorized to delete all Account Content that you created by using LTX Studio, suspend or delete your Account, and/or suspend or ban your access to LTX Studio and the Platform, 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 Account Content. The Company will not be liable to you or any third party in any way arising from or related to the deletion of Account Content hosted on the Platform.
- 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, LTX Studio and the Platform or any feature associated with LTX Studio and the Platform, without notice and where required by applicable laws, you also will be notified of any material change via email or within the Platform or otherwise. The Company makes no guarantees with respect to LTX Studio's or the Platform's quality, stability, speed, uptime, or reliability. User acknowledges and agrees that LTX Studio and the Platform integrate third-party features, and any modifications, interruptions, or temporary or permanent discontinuation are not controlled by nor the responsibility of, the Company. We will not be liable to you for any harm caused by your reliance on LTX Studio and the Platform.
- 6.6. Third-Party Interruptions. User acknowledges and agrees that interruptions to LTX Studio and the Platform may occur due to scheduled maintenance and repair by the Company or by third-party service providers, or by strikes, riots, vandalism, fires, inclement weather, internet outages, power crisis shortages, acts of terrorism, and or uncontrollable acts of God, or other causes beyond the Company's control, as defined by standard practices in the industry. You agree that under no circumstances will the Company be held liable for any financial or other damages due to such interruptions. In no event shall the Company be liable to You or any other person for any special, incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profits, loss of income or cost of replacement tools. Such failure or delay shall not constitute a default under this Agreement.
- 6.7. Right to Repair. The Company reserves the right to suspend access to LTX Studio and the Platform, 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. The Company assumes no liability of any kind for any such temporary or permanent suspension.

7. NO INFRINGING OR HARMFUL USE

No license or rights to use the name, image, likeness, appearance, voice, persona, sounds, or biographical information of any person, celebrity or otherwise, are granted hereunder, and as such, any use of any images of any persons with or without their consent is done at your own risk. You may not use LTX Studio or the Platform to generate Output that contains the name, image, likeness, appearance, voice, persona, or biographical information of any person, celebrity or otherwise, without the express written consent of any such person. We reserve the right to delete any Output or suspend or ban your Account for any violations, at Company's exclusive discretion. You may not seek to reverse engineer LTX Studio or the Platform, use LTX Studio and the Platform to attempt to build a competitive

or similar product or service, or otherwise infringe our rights. You will indemnify us for your use of LTX Studio and the Platform as outlined in this Agreement.

8. USE-BASED RESTRICTIONS.

8.1. ChatGPT, a natural language processing tool driven by artificial intelligence technology created by OpenAI, L.L.C. ("**OpenAI**"), is integrated into LTX Studio. As such, your use of LTX Studio is subject to, and conditioned upon, your strict compliance with the restrictions set forth in the Open AI license (the "**OpenAI License**") found here: <https://openai.com/policies/business-terms>. You cannot use LTX Studio or the Platform in any manner that violates or contradicts the purpose of the restricted uses, and you agree that we have the right to determine, in our sole discretion, whether such use was in violation or contradiction of the OpenAI License. You may use LTX Studio or the Platform only for lawful purposes and in accordance with the OpenAI License. Use includes, without limitation, creating any content with, use of and/or running, LTX Studio.

In addition to any other restrictions included in this Agreement, You agree not to:

8.1.1. use LTX Studio, the Platform, or Customer Content (as such term is defined in the OpenAI License) in a manner that violates any applicable laws or OpenAI Policies (as such term is defined in the OpenAI License);

8.1.2. use LTX Studio, the Platform, or Customer Content in a manner that infringes, misappropriates, or otherwise violates any third party's rights;

8.1.3. send us or OpenAI any personal information of children under 13 or the applicable age of digital consent or allow minors to use LTX Studio or the Platform without consent from their parent or guardian;

8.1.4. reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of LTX Studio or the Platform, algorithms, and systems of LTX Studio or the Platform (except to the extent these restrictions are contrary to applicable law);

8.1.5. use Output (as such term is defined in the OpenAI License) to develop any artificial intelligence models that compete with OpenAI's or our products and services;

8.1.6. use any method to extract data from LTX Studio or the Platform other than as permitted through the APIs; or

8.1.7. buy, sell, or transfer API keys from, to or with a third party.

8.2. Stable Diffusion, a natural language and image processing tool driven by artificial intelligence technology created by Stability AI ("**Stability**"), is integrated into LTX Studio. You cannot use LTX Studio in any manner that violates or contradicts the purpose of the restricted uses, and you agree that we have the right to determine, in our sole discretion, whether such use was in violation or contradiction of this Agreement. You may use LTX Studio and the Platform only for lawful purposes and in accordance with this Agreement. Use includes, without limitation, creating any content with, use of and/or running LTX Studio. You hereby undertake to use LTX Studio and the Platform in accordance with Stability's Acceptable Use Policy, which may be updated from time to time, available at <https://stability.ai/use-policy> and incorporated herein by reference (the "**Acceptable Use Policy**"). You hereby agree that Stability and its licensors do not grant any warranty and will not have any direct or indirect liability to you;

For avoidance of doubt, it is hereby clarified that you may not use LTX Studio and/or the

Platform: (i) in any way that violates any applicable national, federal, state, local or international law, rule, or regulation; (ii) for the purpose of soliciting, exploiting, harming or attempting to exploit or harm minors in any way; (iii) to generate or disseminate any information (including, without limitation, verifiably false information and/or content and/or personal information) with the purpose of harming others or for administration of justice, law enforcement, immigration or asylum processes; (iv) to defame, disparage, or otherwise harass others; (v) 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 or legally protected characteristics or categories; (vi) to exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics; (vii) to provide medical advice and medical results interpretation; (viii) to pre-install or authorize any original equipment manufacturer (OEM) to pre-install LTX Studio or the Platform on any hardware device prior to its first sale, where hardware devices include, but are not limited to, PCs, mobile phones, consumer electronics, medical devices, etc.; and (ix) to create, train, or improve (direct or indirectly) foundational generative artificial intelligence models that are a competing product or service to Stability's Core Models (as defined by Stability and available here: <https://stability.ai/core-models>).

- 8.3. You hereby acknowledge that the OpenAI License and/or the Acceptable Use Policy may be amended and changed from time to time, including with respect to restrictions on use, which are not under the Company's control, and agree that (i) you are solely responsible for reviewing any such changes to the OpenAI License and the Acceptable Use Policy; and (ii) any restrictions included in the OpenAI License and in the Acceptable Use Policy at any applicable time will apply to your use of LTX Studio whether or not such restrictions are explicitly listed above. It is, and will remain, your responsibility to review any changes made to the OpenAI License and/or the Acceptable Use Policy 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 OpenAI License and/or the Acceptable Use Policy.

9. **OPEN SOURCE AND ADDITIONAL SOFTWARE COMPONENTS**

The Platform contains certain open-source code(s) and 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 LTX Studio and the Platform 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.

10. **ADVERTISEMENTS AND THIRD-PARTY INTERFACES AND LINKS**

- 10.1. We may present third-party advertisements of feature products and services of third parties or feature links to websites operated by third parties in LTX Studio and/or the Platform. 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.

- 10.2. The Platform may include links to other websites not owned or controlled by Lightricks. LTX Studio and the Platform 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.
- 10.3. Lightricks encourages you to be aware when you leave the Platform. 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. Lightricks may earn a commission when users click on or make purchases via third-party affiliate links.

11. **SOCIAL MEDIA, LIVESTREAMING, AND DEMONSTRATIONS POLICY**

You are permitted to livestream and post your Account Content to social media, subject to the following conditions:

- You must manually review all Account Content, including each Output, before sharing or while streaming;
- You must provide a clear and conspicuous disclosure that the Output is AI-generated; and
- You must not share Account Content that violates this Agreement or that may offend others.

12. **COPYRIGHT PROTECTION**

- 12.1. **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.

- 12.2. **Use of Copyrighted Material.** If you wish to use any copyrighted material from LTX Studio and the Platform 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 Platform 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 can address those concerns.
- 12.3. **No Company Liability for Infringement.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE COMPANY, THE ADMINISTRATORS OF LTX STUDIO AND THE PLATFORM, 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 LTX STUDIO OR THE PLATFORM BY A USER WHICH MAY VIOLATE ANY LAW.
- 12.4. **Fraud.** Any person who knowingly misrepresents that any Content is infringing or was deleted

by mistake or by misidentification may be subject to liability.

13. **DISCLAIMER OF WARRANTIES**

- 13.1. USE OF LTX STUDIO AND THE PLATFORM IS AT YOUR OWN RISK. LTX STUDIO AND THE PLATFORM 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.
- 13.2. WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) LTX STUDIO OR THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (B) LTX STUDIO OR THE PLATFORM 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.
- 13.3. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE PLATFORM, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ANY ERRORS, MISTAKES, OR INACCURACIES, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE LTX STUDIO AND THE PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH LTX STUDIO AND THE PLATFORM BY ANY THIRD PARTY, (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT CREATED, GENERATED, UPLOADED, USED, POSTED, SUBMITTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA LTX STUDIO AND THE PLATFORM, (VI) ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH LTX STUDIO AND THE PLATFORM, (VII) ANY CONTENT YOU ACCESS OR GENERATE THROUGH LTX STUDIO OR THE PLATFORM, AND/OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.
- 13.4. No Company Liability for Prohibited Content. YOU AGREE THAT YOU WILL NOT HOLD THE COMPANY RESPONSIBLE OR LIABLE FOR ANY CONTENT YOU ACCESS OR GENERATE THROUGH LTX STUDIO OR THE PLATFORM, AND YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY IS NOT 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.
- 13.5. Indemnity. You agree to defend, indemnify, and hold harmless the Company, its subsidiaries, officers, directors, employees, agents, and licensors (the “**Lightricks Parties**”), 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 LTX Studio and the Platform; (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; or (iv) any claim that your Account Content caused damage to a third party. This defense and indemnification obligation shall survive any termination or expiration of this Agreement and your use of LTX Studio and the Platform.

14. **EPILEPSY WARNING**

Based upon the Input you provide, some Output generated by LTX Studio, by Lightricks and Lightricks users, and/or hosted by Lightricks, including on the Platform, 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 LTX Studio and the Platform (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 LTX Studio. If you experience any Side Effects while using LTX Studio, please immediately discontinue your use of LTX Studio and the Platform 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.

15. **LIMITATION OF LIABILITY**

15.1. 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.

15.2. 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 BE LIMITED TO THE GREATER OF: (A) **HALF OF THE FEES YOU PAID US** (IF ANY) IN THE **THREE (3) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

15.3. 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.

16. **INDEMNIFICATION**

16.1. 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 attorneys’ fees) suffered or incurred by any Lightricks Parties as a result of (i) your use of and

access to LTX Studio and the Platform; (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 Account 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.

16.2. This defense and indemnification obligation survives any termination or expiration of this Agreement and your use of LTX Studio and the Platform.

17. **TERMINATION**

17.1. **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 the Platform for any reason).

17.2. **Termination by You.** You may terminate this Agreement at any time by closing 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 17.2 shall not, unless otherwise specified in this Agreement, entitle you to receive a refund for the remainder of your Paid Subscription.

17.3. **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 LTX Studio and the Platform will terminate; 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, including, without limitation, Sections 4 (*Intellectual Property*) and 13 (*Disclaimer of Warranties*) through 19 (*General Legal Terms*) inclusive.

17.4. **Account Deletion.** If you choose to delete your Account (as a result of termination of this Agreement), your Account Content shall be removed from the Platform. 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 Platform functionality and this Agreement, and/or if Lightricks has displayed your Account Content on the Platform, Lightricks' social media channels, Lightricks' products, or it is included in third-party or print content, etc.

18. **GOVERNING LAW; DISPUTE RESOLUTION**

18.1. 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.

18.2. In the event of any claim, dispute, or controversy arising out of or relating to this Agreement, LTX Studio, the Platform, 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.

18.3. However, if the Dispute is not subject to arbitration (either because you chose to opt-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:

18.3.1. ***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

18.3.2. ***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

18.3.3. ***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.

18.4. 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.

19. **GENERAL LEGAL TERMS**

19.1. **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.

19.2. **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, 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.
- 19.3. 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 Platform, and if the changes are materially adverse to you, you also will be notified via email or within the Platform or otherwise. (In any case, we encourage you to regularly check the latest version of this Agreement, which can always be found here: <https://static.lightricks.com/legal/ltxstudio-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 LTX Studio and the Platform shall constitute your acceptance of the modified Agreement.
- 19.4. 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. Notwithstanding the above, Lightricks reserves the right to translate the commercial terms (i.e., any pricing pages available within the Platform and the Refund policy), but in the event of a conflict, the English language version shall always prevail.
- 19.5. 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**”).
- 19.6. Severability. If any provision of this Agreement (for example, the provisions of Section 18 (*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.

- 19.7. 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.
- 19.8. 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.
- 19.9. 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 the Storyblocks Content licensor), neither party intends that any third party will be a beneficiary of or entitled to rely on any part of this Agreement.
- 19.10. Notices. You agree that Lightricks may send you notices by email, as well as provide you notices within the Platform. 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.
- 19.11. U.S. Government Rights. LTX Studio and the Platform are "commercial computer software" and any Platform-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 LTX Studio and the Platform shall be subject solely to the terms and conditions of this Agreement.
- 19.12. 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 LTX Studio and the Platform, 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.
- 19.13. Data Backup. LTX Studio and the Platform are not intended to, and will not, operate as a data storage or archiving service, and you agree not to rely on the Platform 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 browser as well as our servers, for an enhanced experience.

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, LTX Studio, the Platform, 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 Platform 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 LTX Studio or the Platform 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 LTX Studio or the Platform 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.