

Lightricks Ltd.

LTX Studio

Terms of Service

Last Updated: August 14, 2025

Welcome to LTX Studio! A new third-party integrated artificial intelligence (“**AI**”) video production tool on a web-based platform (the “**Platform**”). These Terms of Service (the “**Agreement**”) is entered into by and between: (A) You as Individual User (as such term is defined below) or You as the business entity (such as your employer) on behalf of which you enter into this Agreement to gain access to use the Platform (“**Customer**”, “**you**”, “**your**”, or “**User**”) and; (B) (i) Lightricks Ltd., of 30 Yeshayahu Leibovich St., Jerusalem, Israel if the Customer is not incorporated in any state of the United States, or (ii) Lightricks US Inc., c/o Convene, 311 West Monroe Street Suite 511, Chicago, IL 60606, if the Customer is incorporated in a state of the United States (as applicable, the “**Company**”, “**Lightricks**”, “**us**” or “**we**”). Lightricks together with Customer may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

The Platform is a third-party-integrated artificial intelligence-based storytelling video creation tool which allows You to create 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 the Platform.

By entering into this Agreement whether individually or on behalf of a business entity (such as your employer), you represent that: (a) you are 18 years or older (otherwise, you may not enter into this Agreement and you may not use the Platform); and (b) if relevant, you have full authority to bind such entity to this Agreement, and in such cases references to “you” and “your” shall mean that entity.

This Agreement includes provision directed to the natural person(s) using the Platform (“**User Provisions**”). If You are contracting on behalf of a business entity – the business entity is responsible for the full compliance with all User Provisions by the users it designates to use the Platform. The business entity is liable to Lightricks for any breach of the User Provisions committed by the users it designates to use the Platform.

If you are located in a country not listed on this webpage: <https://www.anthropic.com/supported-countries>, you may not use the Platform at all.

EPILEPSY WARNING. Output generated by or hosted 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 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 physician before using the Platform. If you experience any Side Effects while using the Platform, please immediately discontinue your use of the Platform and consult your physician. 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.

*If you are an Individual User not acting on behalf of a business entity – **ARBITRATION NOTICE:** THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION AGREEMENT WITH AN OPTION TO OPT OUT IF YOU HAVE*

NOT PREVIOUSLY ENTERED INTO THIS AGREEMENT. THE MANDATORY ARBITRATION AGREEMENT IS NOT BINDING UPON RESIDENTS OF THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM.

ELECTRONIC NOTICES. By agreeing to this Agreement you also agree to the use of email (“**Electronic Record**”) to send you legally required notices. You may withdraw your consent to use an Electronic Record by notifying us at contact@lightricks.com and indicating your withdrawal of consent, your full name and postal address. To access and retain a copy of this disclosure or the Electronic Record in which we send you any legal required notices, you will need (i) a computer with a web browser and Internet access and (ii) either a printer or storage space on such device. To request a paper copy of this disclosure or the Electronic Record in which we send you any legal required notices, contact us at contact@lightricks.com and indicate your request, your full name and postal address. We will charge you the cost of first-class mail-international, for each paper copy you request. To update the contact details we use to contact you electronically, contact us at contact@lightricks.com and indicate your full name, your old email address and new email address. Unless stated otherwise in this Agreement or required by applicable law, you agree to send all notices to Lightricks, to: contact@lightricks.com.

1. **DEFINITIONS**

- 1.1. “**Commercial Use**” means any use of the Platform for direct or indirect commercial or business purposes or direct or indirect monetary compensation.
- 1.2. “**Individual User**” means a User purchasing the Subscription to the Platform in its individual capacity and not on behalf of or acting for a business entity.
- 1.3. “**Input**” means any content or materials you input, import, upload, or provide to the Platform, whether that content or materials are your own or Stock Content. Input includes Text Cues, Image Cues, Music Cues, and Sound Cues.
- 1.4. “**Output**” means any content or materials created on, through, or by the Platform and made available to you.
- 1.5. “**Personal Use**” means any use of the Platform for personal or household purposes and which is not Commercial Use.
- 1.6. “**Stock Content**” means third party content and materials licensed (whether free-of-charge or fee-based) to you to use on the Platform.
- 1.7. “**Tier**” means the subscription plan describing the scope of use of the Platform, including any use quotas, metrics or other parameters confirmed on our website .For clarity, business entities are not eligible to purchase non-paid subscription plans or plans designated solely for personal use.

2. **LIGHTRICKS SERVICES**

- 2.1. Right to Use. Subject to your compliance with this Agreement, Lightricks hereby grants you a non-exclusive, limited, revocable, non-transferable, and non-sublicensable right to access and use the Platform, for Commercial Use, in accordance with and subject to the applicable Tier (the “**Subscription**”). Each discrete Subscription-license is to be used by only one (1) person and cannot be shared. If you subscribed to a non-paid Subscription or a Subscription for Personal Use only as noted on our website and your Account, your right to access and use the Platform is for Personal Use only.
- 2.2. Your Account In order to access the Platform, you will be required to register to set-up an

account (“**Account**”). You 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. We reserve the right to delete any Output or suspend or ban your Account if we make a reasonable determination that you violated this Agreement.

- 2.3. Advertisements and Links. We may present on the Platform third-party advertisements and/or links that promote the products and services of third parties. These advertisements and links are not an endorsement by Lightricks the goods or services that the third parties offer, and we bear no liability for your decision relating to such 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.
- 2.4. Material Changes to the Platform. If we make changes that block or disrupt your ability to access or use the Platform, or if we materially derogate from the Platform’s functionality, we will first provide you with a reasonable prior notice detailing these changes e.g. description of the changes, and the effective date of the changes. In such case, You have the right to withdraw and terminate your relation with us with no additional cost. Notwithstanding, we may introduce changes to the Platform which do not materially reduce the functionality or performance of the Platform at any time and from time to time.
- 2.5. Repairs. On necessary occasions, Lightricks may temporarily suspend access to the Platform, for operational purposes such as maintenance, repairs, or installation of modifications. Lightricks may do so without providing advance notice, and will endeavor to minimize interruptions and suspensions of this kind. The Company assumes no liability of any kind for any consequences of such temporary suspension.
- 2.6. Data Backup. The Platform is 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 Input or Output whatsoever. You are solely responsible and liable for the maintenance and backup of all the content on your Account.

3. **FEES**

- 3.1. Fees. Certain Tiers are only offered under a Paid Subscription, and certain Stock Content is licensed to you for use on the Platform subject to payment. You agree to pay the fees and other charges applicable to your Tier, and the Stock Content you seek a license to (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. Unless indicated otherwise, Fees are stated in US dollars. Customer hereby authorizes Lightricks, either directly or through our payment processing service, to charge such Fees via Customer’s selected payment method, upon due date or shall otherwise remit payment to Lightricks upon the due date. Lightricks reserves the right to change the Fees at any time, such change to be effective as of the next renewal cycle. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion, retry to collect at a later time, and/or suspend or cancel the Account, without notice. All Fees are non-refundable and non-cancellable.
- 3.2. Taxes. Fees payable are exclusive of all applicable sales, use, consumption, VAT and other

taxes.

- 3.3. Inadvertences. The pricing detailed in the online Subscription Tier page may have good faith mistakes or omissions in pricing, subscription terms and other details pertaining to the commercial offering and transaction. Lightricks reserves the right to amend such mistakes or omissions by notifying you, without undue delay after becoming aware of such mistake or omission, including by way of termination the transaction, making any additional charge (subject to your approval) or refund, as required and you will have no claim with respect to any act done to correct or amend such mistake or error.
- 3.4. Subscription. The Subscription term will be specified on our website in your account ("**Subscription Term**"). Each Subscription Term will automatically renew for additional Subscription Terms of the same length as the previous Subscription Term, unless you choose to opt-out of the renewal at any time before the forthcoming renewal (through the opt-out mechanism described to you when you enrolled). Renewal of subscriptions will be at the then-current applicable list price (excluding any discount or other promotional offers provided for the first or preceding Subscription Term).
- 3.5. 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.
- 3.6. Cancellations and Refunds. If you use the Platform only for Personal Use, cancellations and refunds for Fees are in accordance with our Refund Policy, as found here: <https://static.lightricks.com/legal/ltxstudio-refund-policy.pdf> (the "**Refund Policy**"). Except as stated in this policy, all Fees are non-refundable and non-cancellable. Moreover, if you use the Platform for Commercial Use, all Fees are non-refundable and non-cancellable.

4. **INTELLECTUAL PROPERTY**

- 4.1. Rights in the Platform. All rights, title and interest (including without limitation all intellectual property rights) in and to the Platform, are and shall remain exclusively owned by Lightricks or its licensors. For the avoidance of doubt, the Platform is only licensed to you, and no title in the Platform passes to you. Any rights not expressly granted herein are hereby reserved by Lightricks and its licensors. You may not seek to reverse engineer the Platform, use the Platform to attempt to build a competitive or similar product or service, or otherwise infringe our rights.
- 4.2. Lightricks Brands. The trademarks and branding displayed in 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. 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 the Platform (collectively, "**Feedback**"), all rights in such Feedback belong exclusively to Lightricks. 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. 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.
- 4.4. Clearance. 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. You may not use the Platform to generate Output that contains the name, image, likeness, appearance, voice, persona, or biographical information of any person, celebrity or otherwise, without securing clearance for such use. 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 such 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 the Output. 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.
- 1.1. Business Name and Logo. If you are a business entity enrolled to a Subscription, you grant Lightricks and its subsidiaries, affiliates, and partners a worldwide, non-exclusive, fully-paid, royalty-free, revocable license to use your business name and logo, in online and offline publications and materials, for our promotional purposes indicating that you are using the Platform. Our use will not indicate any partnership or endorsement without your specific approval. You may revoke this license grant by written notice to us.

5. **Privacy & Data Protection**

- 5.1. Each party agrees to comply with its respective obligations under privacy laws, rules, and regulations that applies to such party regarding processing of personal data (collectively, "**Privacy Legislation**") with regard to personal data transmitted, shared, disclosed or provided under this Agreement and via the Platform. In addition, and notwithstanding anything to the contrary under this Agreement, User shall not use any personal data unless it has determined and established a legal basis for such use, considered as lawful and legitimate under applicable Privacy Legislation.
- 5.2. We will process personal data that we may collect or obtain under this Agreement, including in connection with the Account and use of the Platform in accordance with our privacy policy available at: <https://static.lightricks.com/legal/privacy-policy.pdf> (the "**Privacy Policy**"), as may be updated from time to time. Notwithstanding the above, with regards to personal data included in the Input and Output processed by us through the use of the Platform under a business entity Account, the parties shall comply with the provisions of the applicable Data Processing Agreement available at: <https://static.lightricks.com/legal/LTXS%20DPA.pdf>, incorporated herein by reference and constitute an integral part of this Agreement.

6. **INPUT AND OUTPUT**

- 6.1. Input You Provide. Lightricks reserves the right (but does not have the obligation) to remove Input you provide (which is not Stock Content) or restrict access to it on the Platform if we deem it to be in violation of this Agreement or applicable law. You are responsible for all Input you provide (which is not Stock Content), 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 for use in the Platform as specified in this Agreement. In addition, Lightricks does not monitor or control what others do with the Input you provide and the Output you generate on the Platform. You are responsible for determining the limitations that are placed on that Input and Output and applying the appropriate level of access. It is your responsibility to let other users know how that Input and Output may be shared and to adjust the setting related to accessing or sharing it.
- 6.2. Grant of Rights. By entering Input into the Platform and generating Output, you grant Lightricks and its subsidiaries, affiliates, and partners a worldwide, non-exclusive, fully-paid, royalty-free, irrevocable, sublicensable and transferable license to use the Input you provide, the Output and your Account information including your or any third-party's name, voice, image, likeness, to the extent these are within the Input or Output: (i) to provide services to you in accordance with the provisions of this Agreement, including without limitation, to provide you with the Platform and any technical support; (ii) on an aggregated or otherwise anonymous basis, for improving the Platform, for analytics, and/or generally for research and development, and (iii) for Lightricks' 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, provided however that the personal data of Individual Users will not be used for the training any artificial intelligence-based models, unless we obtain such User's consent. The licenses set forth in this Section shall survive any termination of this Agreement by any party, for any reason.
- 6.3. Your Use of the Output. Subject to your compliance with the Agreement, you may use the Output for any Personal Use, and if your applicable Tier includes Commercial Use, you may use the Output for any Commercial Use. Your use of the Outputs is at your own risk. You are responsible for determining whether you may lawfully post or otherwise distribute any Input you provide or Output, and the Company has no obligation to evaluate, screen, or monitor any Input or Output that you post to the Platform, or elsewhere. The 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.
- 6.4. Ownership of Input and Output. To the extent permitted by applicable law, as between you and Lightricks: (a) you retain your ownership rights in the Input you provide (excluding any Stock Content), (b) you own the Output (excluding any Stock Content or other third party materials therein). However, you further acknowledge that pursuant to applicable law, it may be the case that you have no ownership rights, including copyrights, in the AI-generated Output. Company will not resell the Output that you have created or assert any copyright in the Input you provide 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 similar or different Input, and your rights are only to the version of the Output that you have created.

7. **ADDITIONAL TERMS AND POLICIES**

- 7.1. Acceptable Use Policy. You will abide by our Acceptable Use Policy which is available at [Acceptable Use Policy](#) and is incorporated by reference into this Agreement.
- 7.2. Additional Terms of Third Parties. You will comply with the additional terms of third party technology providers, as set forth at <https://static.lightricks.com/legal/LTX-Studio-Additional-Third-Parties-Terms.pdf>, which terms are incorporated by reference into this Agreement.
- 7.3. DMCA and DSA 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 and DSA Policy*, which is available at <https://static.lightricks.com/legal/LTX%20Studio-DMCA-DSA-Policy.pdf> and is incorporated by reference into this Agreement.

8. **DISCLAIMER OF WARRANTIES; INDEMNITY**

- 1.2. LIGHTRICKS REPRESENTS AND WARRANTS THAT: (I) TO THE BEST OF LIGHTRICKS' KNOWLEDGE, THE PLATFORM DOES NOT CURRENTLY CONTAIN WILL NOT CONTAIN OR TRANSMIT TO CUSTOMER ANY VIRUS, TROJAN HORSE, WORM, OR OTHER SIMILAR HARMFUL OR MALICIOUS CODE; (II) IT HAS THE REQUISITE RIGHTS OR PERMISSION NECESSARY TO GRANT THE LICENSE TO THE PLATFORM UNDER THIS AGREEMENT; AND (V) IT WILL AT ALL TIMES PROVIDE AND MAINTAIN INDUSTRY STANDARD ACCESS CONTROL PROTOCOLS THAT SECURE ACCESS OR "HACKING" TO THE PLATFORM AND DESIGN PARTNER CONFIDENTIAL INFORMATION.
- 8.1. OTHER THAN AS SET FORTH ABOVE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, LICENSORS, AGENTS AND AFFILIATES (COLLECTIVELY, THE "**LIGHTRICKS PARTIES**") DISCLAIM ANY AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET POSSESSION, TITLE, NON-INFRINGEMENT, OR THAT ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE.
- 8.2. WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (B) 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.
- 8.3. 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 PLATFORM, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH 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 THE PLATFORM, (VI) ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM, (VII) ANY CONTENT YOU ACCESS OR GENERATE THROUGH THE PLATFORM, AND/OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

8.4. THE FOLLOWING APPLIES ONLY IF YOUR USE OF THE PLATFORM IS STRICTLY PERSONAL USE AND YOU ARE LOCATED IN THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM: SECTIONS 8.1 - 8.3 ABOVE ARE SUBJECT TO THE FOLLOWING PROVISIONS:

8.4.1. WE ARE COMMITTED TO PROVIDING YOU WITH THE PLATFORM IN CONFORMITY WITH THE DESCRIPTIONS OF THE PLATFORM WE PROVIDED TO YOU, WITH ANY APPLICABLE STANDARDS, AND AS CUSTOMARY IN SIMILAR INDUSTRIES. WE ALSO PROMISE THAT THE PLATFORM WILL POSSESS THE ACCESSIBILITY, QUALITY, FUNCTIONALITY, COMPATIBILITY, INTEROPERABILITY, AND OTHER FEATURES, AS REQUIRED BY OUR ENGAGEMENT.

8.4.2. DURING THE PROVISIONS OF THE PLATFORM, WE WILL ALSO PROVIDE YOU WITH INSTRUCTIONS INCLUDING ON INSTALLATION AND CUSTOMER ASSISTANCE THAT A USER WOULD REASONABLY EXPECT TO RECEIVE.

8.4.3. WE WILL KEEP YOU INFORMED OF AND SUPPLIED WITH UPDATES, INCLUDING SECURITY UPDATES, THAT ARE NECESSARY TO KEEP THE PLATFORM IN CONFORMITY.

8.4.4. IF YOU FOUND ANY LACK OF CONFORMITY WITHING THE SERVICE, PLEASE CONTACT US VIA EMAIL AT: CONTACT@LIGHTRICKS.COM, AND WE WILL MAKE EFFORTS TO CURE SUCH LACK OF CONFORMITY WITHIN REASONABLE TIME.

8.4.5. ALTHOUGH EFFORTS ARE MADE, IF WE FIND THE LACK OF CONFORMITY UNREPAIRABLE, CONSIDERING THE REQUIRED RESOURCES AND THE NATURE OF THE SERVICE, WE MAY AT YOUR CHOICE, OFFER YOU A PRO-RATED REDUCTION IN THE FEES (IF PAID) OR TERMINATE THE AGREEMENT WITH YOU.

8.4.6. WE DO NOT PROVIDE, AND EXPRESSLY DISCLAIM, ALL WARRANTIES OTHER THAN THE ABOVE, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY ON THE FITNESS FOR A PARTICULAR USE OR PURPOSE.

8.5. 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 direct claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) directly arising from: (i) your use of and access to the Platform in violation of any term of this Agreement; or (ii) your violation of any third party right arising from Input you provide, including without limitation any Intellectual Property or privacy right therein. This defense and indemnification obligation shall survive any termination or expiration of this Agreement and your use of the Platform.

9. **LIMITATION OF LIABILITY**

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR THE LIGHTRICKS PARTIES SHALL 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; AND
- LOSS OF, OR DAMAGE TO, ANY CONTENT, REPUTATION, OR GOODWILL.

9.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED AGGREGATE LIABILITY OF EACH OF (A) YOU, AND (B) ALL LIGHTRICKS PARTIES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (A) THE FEES YOU PAID US (IF ANY) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE THOUSAND U.S. DOLLARS (\$1,000).

HOWEVER, IF YOUR SUBSCRIPTION IS A NON-PAID SUBSCRIPTION, THEN 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 ONE HUNDRED U.S. DOLLARS (\$100).

9.3. 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, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, OR OTHER CONTRACT, INDEMNITY 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.

9.4. THE FOLLOWING APPLIES ONLY IF YOUR USE OF THE PLATFORM IS STRICTLY PERSONAL USE AND YOU ARE LOCATED IN THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM: SECTIONS 9.1 - 9.3 ABOVE ARE SUBJECT TO THE FOLLOWING PROVISIONS:

9.4.1. IN ACCORDANCE WITH OUR LIABILITY UNDER THE PROMISE OF CONFORMITY IN SECTION 8.4 ABOVE, OUR LIABILITY SHALL BE LIMITED TO DETRIMENT CAUSED BY A LACK OF CONFORMITY OR A FAILURE TO SUPPLY THE DIGITAL CONTENT OR DIGITAL SERVICE AS PROMISED.

9.5. No Company Liability for Infringement. YOU HEREBY ACKNOWLEDGE AND AGREE ALL LIGHTRICKS PARTIES UNDER DISCLAIM PERSONAL LIABILITY FOR ANY DAMAGES, ACTUAL OR CONSEQUENTIAL, FOR ANY CONTENT UPLOADED TO THE PLATFORM BY A USER WHICH VIOLATES ANY LAW.

10. **TERM AND TERMINATION**

10.1. Duration. This Agreement commences upon your enrollment in a Tier and continues through the end of the cycle indicated in the applicable Tier. Then, this Agreement automatically renews for successive periods of equal length, unless you choose to opt-out of the renewal at any time before the forthcoming renewal (through the opt-out mechanism described to you when you enrolled).

10.2. Termination by Lightricks. Lightricks may terminate this Agreement and discontinue the operation and availability of the Platform altogether (including your Account and access to the Platform), for (a) non-paid Subscriptions, in which case we will notify you thereof a

reasonable time in advance, and (b) paid Subscription, at the end of the cycle of your Tier (in which case we will notify you thereof a reasonable time in advance) or at an earlier time in which case we will notify you thereof a reasonable time in advance and receive a pro-rated refund of pre-paid Fees). In addition, Lightricks may immediately do any one or more of the following: (i) terminate this Agreement, (ii) discontinue your Account and access to the Platform altogether, (iii) suspend your Account and block your access to the Platform (iv) block you from using certain features, and (v) block you from acquiring additional subscriptions to the Platform, if: (a) you materially breach this Agreement, (b) we reasonably believe that your use of the Platform causes substantial harm or liability to us or to third parties, e.g. by hacking, spamming, misleading, fishing, and harassing other users, (c) you misuse certain features and/or metrics of the Platform or use it without proper payment, or (d) we are required to do so under the applicable law or a court order.

- 10.3. 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 cycle of your applicable Tier, and you will not be charged for the subsequent cycle. It is hereby clarified that your termination shall not, unless otherwise specified in this Agreement, entitle you to receive a refund for the remainder of your Paid Subscription.
- 10.4. 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 Platform will terminate; and (b) your Account and related access credentials shall be terminated, and you shall be responsible for backing up the Input and Output in your Account, and Lightricks shall not be required (unless required by applicable law) to retain any Input and Output in your Account. Any provision of this Agreement that should survive termination, shall survive, including, without limitation, Sections 4 (*Intellectual Property*) and 8 (*Disclaimer of Warranties*) through 12 (*General Legal Terms*) inclusive.

11. **GOVERNING LAW; DISPUTE RESOLUTION**

11.1. If you are an Individual User–

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.

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

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

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

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

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.

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.

11.2. If you are a business entity -

Dispute Resolution; Governing Law. 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties will endeavor to resolve any dispute with respect to this Agreement (including any Order Form) in good faith within thirty (30) days of a dispute being raised by one Party with the other Party. The Parties agree that any unresolved controversy or claim (excluding claims for injunctive or other equitable relief) shall be subject to the exclusive jurisdiction and venue of:

If the Customer is established in any state 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 exclusive personal jurisdiction of such courts and waive any jurisdictional, improper venue, inconvenient forum, or other objections to such jurisdiction and venue;

If the Customer is not established in a state of the United States: 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.

- 1.1. **No Class Action.** Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a dispute proceeds in court rather than through arbitration, each Party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either Party from participating in a class-wide settlement of claims.

12. **GENERAL LEGAL TERMS**

- 12.1. **Entire Agreement.** This Agreement (together with any documents incorporated by reference) 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.

- 12.2. **Agreement Modifications by Lightricks.** Lightricks reserves the right, from time to time and at its sole discretion, to introduce changes to this Agreement, including by adding new terms or deleting existing ones by email notice to you.

- 12.2.1. If your Tier is not a Paid Subscription: (a) the effective date of the modified Agreement will be fourteen (14) days after you are notified of such modification, unless a different date is specified (except as described below in 12.2.4); (b) if you do not agree to the modified Agreement, then your sole remedy, and our sole obligation and liability, is for you to terminate this Agreement, (c) otherwise, your continued access or use of the Platform on or after the effective date of such modification shall constitute your acceptance of the modified Agreement..

- 12.2.2. The effective date of the modified Agreement will be upon the renewal of your Subscription in the next cycle of the Tier (except as described below in 12.2.4); (b) if you do not agree to the modified Agreement, then your sole remedy, and our sole obligation and liability, is for you to terminate this Agreement, (c) otherwise, your continued access or use of the Platform on or after the effective date of such modification shall constitute your acceptance of the modified Agreement.

- 12.2.3. Nevertheless, Lightricks may update the Additional Terms of Third Parties and the Acceptable Use Policy by email notice to you with an earlier effective date as needed to: (a) clarify and describe other prohibited uses, (b) add terms of new third parties whose technology is incorporated to the Platform, and (c) update the terms of existing third parties whose technology is incorporated to the Platform when those third parties require that their terms be updated.

- 12.3. **Assignment.** Lightricks may assign and novate this Agreement (or any of its rights and/or obligations hereunder) without your consent, and without any other restriction. Upon such assignment and novation, the assignee assumes Lightricks' stead under this Agreement and Lightricks is irrevocably released from all performance, obligations and liabilities hereunder. This Agreement is specified 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. 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**").

- 12.4. Severability. If any provision of this Agreement 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; 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. U.S. Government Rights. The Platform is "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 the Platform shall be subject solely to the terms and conditions of this Agreement.
- 12.9. 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 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.

SCHEDULE A

Mandatory Arbitration

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

1. **Claims Subject to Arbitration:** You and Lightricks agree to resolve any Dispute only by FINAL AND BINDING BILATERAL ARBITRATION. The term "Dispute," as well as other Capitalized terms not defined in this Schedule, shall have the meanings given to them in the main body of the Agreement to which this Schedule is attached. This arbitration agreement is intended to be broadly interpreted. The claims it covers include, but are not limited to, claims:
 - arising out of or relating to any aspect of the relationship between you and Lightricks, whether based on contract, tort, fraud, misrepresentation, statute, or any other legal theory;
 - relating to advertising or disclosures for any of Lightricks' products or services;
 - relating to past, present, or future accounts, Services, Content, Account Content, or Service Content;
 - relating to the retention, protection, use, or transfer of information about you, your Content, or any of your accounts for any products or services;
 - relating to communications with you, regardless of sender, including emails and text messages, or other electronic messages; and
 - claims that may arise after the termination of this Agreement.

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

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

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

- 2.1. each party retains the right to bring an individual action: (i) in a small claims court located in your county of residence (or in New York County, New York if you meet the requirements of such court), so long as the action is not removed or appealed de novo to a court of general jurisdiction, if you are a resident of the United States, (ii) through a small claims process in the courts of London, England or Dublin, Ireland, if you are a resident of the European Economic Area (EEA), or (iii) in the small claims court in Tel Aviv-Jaffa, Israel, if you are neither a resident of the United States nor the EEA;
 - 2.2. each party retains the right to bring a court action seeking only equitable relief to protect any Intellectual Property Rights;
 - 2.3. only a court can decide issues relating to the scope and enforceability of this agreement to arbitrate (such as whether a Dispute can or must be brought in arbitration), whether paragraphs 6 and 7 have been complied with or violated, and whether paragraph 3 has been violated for purposes of awarding relief under that paragraph that a court can award; and
 - 2.4. nothing herein precludes you or us from bringing issues to the attention of federal, state, or local agencies.
3. **Pre-Arbitration Informal Dispute Resolution Process.**
- 3.1. Before either you or Lightricks commence arbitration, the claimant must first send to the other a written Notice of Dispute ("**Notice**"). The Notice to Lightricks should be sent by email to arbitration@lightricks.com ("**Notice Address**"). The Notice to you will be sent to your mailing or email address on file with your account, or other appropriate method. We might request that your share logs with us from within the App in order to retrieve your user identification within our systems. The Notice must (a) include the claimant's name, residence, email address and phone number; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. To safeguard your account, you might be required to provide both your authentication and consent for us to discuss your account or dispute or share your account information with anyone but you, including an attorney ("**Authentication and Consent**"). Whoever sends the Notice must give the recipient 60 days after receipt of a complete Notice (including your Authentication and Consent, if required) to investigate the claim.
 - 3.2. During the 60-day period, either you or Lightricks may request an individualized discussion (by phone call or videoconference) regarding settlement ("**Informal Settlement Conference**"). You and Lightricks must work together in good faith to select a mutually agreeable time for the Informal Settlement Conference (which can be after the 60-day period). You and a Lightricks representative must personally participate, unless otherwise agreed in writing. Your and our lawyers (if any) also can participate.
 - 3.3. Any applicable statute of limitations or contractual limitations period will be tolled for the claims and requested relief in the Notice during the "Informal Resolution Period." The Informal Resolution Period is the time between the date that a complete Notice (and Authentication and Consent, if required) is received by the other party and the later of (1) 60 days later or (2) the date the Informal Settlement Conference is completed, if timely requested.
 - 3.4. Any arbitration proceeding cannot be commenced until after the Informal Resolution Period has ended. (There are additional requirements below in paragraph 7 for

commencing certain coordinated arbitrations.) All of the pre-arbitration dispute resolution requirements are essential so that you and Lightricks have a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, a court can enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, the arbitration cannot be accepted or administered, nor fees assessed or demanded in connection with the arbitration. If the arbitration already is pending, it must be dismissed.

4. **Arbitration Procedure.**

- 4.1. ***If you are a resident of the United States:*** Unless you and Lightricks expressly agree otherwise in writing or an arbitrator concludes that another location is appropriate, the arbitration shall take place in-person in **New York City, New York**. The arbitrator may also hold hearings by telephone or videoconference or decide issues on the basis of papers submitted by the parties, as the arbitrator deems appropriate, consistent with fairness to the parties. The arbitration will be administered by the American Arbitration Association ("**AAA**"), before a single arbitrator and in the English language, in accordance with the AAA Consumer Arbitration Rules (or, if you are not a consumer, the AAA Commercial Arbitration Rules) ("**AAA Rules**"), as modified by this Agreement.
- 4.2. ***If you are not a resident of the United States:*** Unless you and Lightricks expressly agree otherwise in writing, the arbitration shall take place in-person in **Tel Aviv-Jaffa, Israel**, except that if telephonic or other remote electronic means are available and permissible, then you may elect to conduct the arbitration via such means. The arbitration will be administered by the *Center of Arbitration and Dispute Resolution* (www.israelcourts.co.il) ("**CADR**"), before a single arbitrator and in the English language, in accordance with its then-current rules and in accordance with the Israeli Arbitration Law, 5728-1968, as amended, and as modified by this Agreement. The arbitrator must honor the terms and conditions of this Agreement (including, but not limited to, all liability exclusions and limitations), and shall not make any award or decision that is contrary to, or in excess of, what this Agreement provides.
- 4.3. If the arbitration provider refuses or is unable to administer the arbitration in accordance with all parts of this **SCHEDULE A**, the arbitration shall instead be administered by such other administrator as you and Lightricks agree or that is selected by the court.
- 4.4. In deciding the Dispute, the arbitrator shall follow applicable law, and except as specified in paragraph 6, can award the same individualized remedies that a court can award. The arbitrator may consider rulings in other arbitrations, but an arbitrator's ruling will not be binding in proceedings involving different customers. The arbitrator's decision must be in writing, and will include the essential findings and conclusions upon which the award is based. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. In the event any litigation should arise between you and Lightricks in any court in a proceeding to vacate or enforce an arbitration award, YOU AND LIGHTRICKS HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the proceeding be resolved by a judge.
- 4.5. As in court, you and Lightricks agree that any counsel representing someone in arbitration certifies that they are complying with the requirements of Federal Rule of Civil Procedure 11(b), including a certification that the claim or the relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions available under the AAA Rules, Federal Rule of Civil Procedure 11, or applicable federal or

state law against all appropriate represented parties and counsel.

5. **Arbitration Fees.** Payment of all filing, administration, and arbitrator fees will be governed by the AAA or CADR rules (as applicable). If you are an individual who has not accessed or used the Services on behalf of an entity, if you commence arbitration and cannot pay your share of these fees (and the AAA or CADR will not waive them), Lightricks will pay your share of these fees, so long as you have fully complied with the requirements of this **SCHEDULE A**, including the Notice and Informal Settlement Conference requirements of paragraph 3, and your claims are for relief up to \$5,000. If, however, the arbitrator finds that your claims are frivolous or otherwise violate the standards of Federal Rule of Civil Procedure 11(b), then the allocation and payment of all such fees will be governed by the AAA or CADR rules (as applicable). If Lightricks initiates an arbitration against you and you are an individual who has not accessed or used the Services on behalf of an entity, Lightricks will pay all filing, administrative, and arbitrator fees. Regardless of who initiates arbitration, each party shall pay its own attorneys' and witness fees and expenses, except as provided by applicable law.

6. **Waiver of Class and Representative Arbitrations.** You acknowledge and agree that, even if applicable arbitration rules permit otherwise:
 - 6.1. You and Lightricks are hereby each irrevocably waiving the right to a trial by jury, as well as the right to participate (for example, as a class representative or class member) in a class action, class arbitration, or other class-wide or representative action or proceeding. Claims may be brought only in your and Lightricks' individual capacity.
 - 6.2. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.
 - 6.3. No arbitration will be joined to any other arbitration, and the arbitrator may not consolidate any individual party's dispute with any other party's dispute.
 - 6.4. Only a court may consider challenges to these prohibitions. If, after exhaustion of all appeals, a court declares unenforceable any of these prohibitions on consolidation or non-individualized relief or proceedings (such as class, representative, private attorney general, or public injunctive relief), then all other aspects of the case must be arbitrated first. After completing arbitration, the remaining (non-arbitrable) aspects of the case will then be decided by a court.

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

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

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

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

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

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

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