

## Ltx Scaler by Lightricks US, Inc.

### Terms and Conditions

Last Updated: September 7, 2025

Welcome to Ltx Scaler! These Terms and Conditions (the “Terms” or this “Agreement”) govern the use of our web-based tool (including any related intellectual property and any integrated third-party software), which allows you to use artificial intelligence tools to produce and modify content owned by and/or licensed to you, by way of (i) re-framing the content to increase margin size; (ii) re-dubbing the content for the purpose of creating a new piece of content with different text; or (iii) translating the content for the purpose of creating multi-language content (the “Tool” or “Ltx Scaler”).

These Terms are entered into between you (the “Customer” or “you”) and, if the Customer is not incorporated in any state of the United States, Lightricks Ltd., of 30 Yesha’yahu Leibowitz St., 11th floor, Jerusalem, Israel, or, if the Customer is incorporated in a state of the United States, Lightricks US Inc., c/o Convene, 311 West Monroe Street Suite 511, Chicago, IL 60606, including its affiliates (“Company,” “Lightricks,” “us,” or “we”). These Terms constitute an agreement between Lightricks and you that governs your use of our Tool (the “Services”).

These Terms also refer to and incorporate the ordering document signed by you and Lightricks (an “Order Form”). By signing an Order Form, you agree to be bound by these Terms. You represent to us that you are lawfully able to enter into contracts and that you possess the legal authority to bind the entity on whose behalf you are acting. If you are also using our Popular Pays Platform (the “Platform”), such use is and will continue to be governed by the Platform Terms and Conditions (as may be updated from time to time), available here: <https://static.lightricks.com/legal/popular-pays-platform-terms-and-conditions.pdf>, or any previous agreement signed by you and us (the “Platform T&C”).

For the purpose of this Agreement, “Affiliates” shall mean any other corporation or business entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with a party. For purposes of this definition, the term “Control” means direct or indirect ownership of more than fifty percent (50%) of the securities or other ownership interests representing the equity voting stock or general partnership or membership interest of such entity, or the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

**EPILEPSY WARNING.** Output generated by or hosted on the Tool 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 Tool (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 Tool. If you experience any Side Effects while using the Tool, please immediately discontinue your use of the Tool 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.

**ELECTRONIC NOTICES.** By assenting to this Agreement, you also consent to the use of email ("Electronic Record") for the delivery of legally required notices. You may revoke your consent to utilize an Electronic Record by providing notification to [contact@lightricks.com](mailto:contact@lightricks.com), indicating your withdrawal of consent, your full name, and your postal address. To access and retain a copy of this disclosure or any Electronic Record containing legally required notices, you will require (i) a computer with a web browser and Internet access, and (ii) either a printer or sufficient storage space on such device. To request a paper copy of this disclosure or any Electronic Record containing legally required notices, contact us at [contact@lightricks.com](mailto:contact@lightricks.com) and specify your request, your full name, and your postal address. A charge equivalent to the cost of first-class international mail will be levied for each paper copy requested. To update the contact details used for electronic communication, contact us at [contact@lightricks.com](mailto:contact@lightricks.com) and provide your full name, your former email address, and your new email address. Unless otherwise stipulated in this Agreement or mandated by applicable law, you agree to transmit all notices to Lightricks at: [contact@lightricks.com](mailto:contact@lightricks.com).

## 1. **PRELIMINARY MATTERS**

- 1.1. **Updates and Modifications.** We reserve the right, from time to time and at our sole discretion, to make changes or updates to this Agreement, including by adding new terms or deleting existing ones (each, "Agreement Modifications"). The modified Agreement will be posted online within the Tool, and if the changes are materially adverse to you, you also will be notified via email or within the Tool 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/ltx-scaler-terms-and-conditions.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 your sole remedy, and our sole obligation and liability, is for you to terminate this Agreement. Otherwise, your continued access or use of the Tool shall constitute your acceptance of the modified Agreement.
- 1.2. **No Warranty.** Customer bears sole responsibility for all use of any results generated by the Tool and for evaluating their accuracy and appropriateness for Customer's specific use case, including by utilizing human review. Any action taken with the results generated from the Tool is made at Customer's sole discretion, and Company shall bear no responsibility whatsoever
- 1.3. **Definitions.**
  - 1.4. "Input" means any content or materials you input, import, upload, or provide to Ltx Scaler, whether that content or materials are your own or you have a license to them from a third party.
  - 1.5. "Output" means any content or materials created on, through, or by Ltx Scaler and made available to you.
  - 1.6. "Tier" means the scope of use of Ltx Scaler, including any use quotas, metrics or other parameters, specified in the Ltx Scaler subscription plan you purchased and confirmed on our website or through a separate order form document you signed.

## 2. **USE OF THE TOOL**

- 2.1. 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 Ltx Scaler, for commercial purposes, in accordance with and subject to the limitations of the applicable Tier (the "Subscription"). At the earlier of (i) the end of your Subscription term (as set forth in the applicable Order Form), or (ii) the consumption of all allocated usages under the Subscription, your license(s) will expire.
- 2.2. Each Subscription is to be used by only one (1) person and cannot be shared, unless you are purchasing additional seats as further detailed in an Order Form, in which case you are allowed to use all the allocated seats within your business. At the earlier of (i) the end of your Subscription Term (as such term is defined below), or (ii) the consumption of all allocated usages under the Subscription, your license(s) will expire as set forth herein. The version(s) of the Tool 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 Tool 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.
- 2.3. Subscriptions are subject to any additional limitations as specified in the applicable Order Form. You agree that your decision to use, access, or license Ltx Scaler 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.
- 2.4. 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 Tool (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.
- 2.5. Changes to the Tool. 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 the Tool; (b) deactivate any features; and (c) stop supporting (or limit compatibility with) operating systems, in which case your access to the Tool on such operating systems may be impaired. We may change the Tool to better reflect improvements or enhancements made to the Tool to adapt to a new technical environment, an increased number of users or for other important operational reasons. Where required by applicable law, we will inform you of any material change to the Tool and you will be allowed to terminate this 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 Tool) in the event we decide to shut down or discontinue the Tool as a whole.
- 2.6. Reservation of Rights. For the avoidance of doubt, the Tool is only licensed to you, and no title in the Tool passes to you. Any rights not expressly granted herein are hereby reserved by Lightricks and its licensors, and you are granted no other right or license in the Tool, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.
- 2.7. Beta Version. Lightricks currently designates the Tool as a beta version ("Beta Version"). A

Beta Version does not represent the final Ltx Scaler 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 the Output, including manual review, to improve Ltx Scaler 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 analyzed, you must discontinue your use of the Beta Version.

### 3. **PRIVACY AND DATA PROTECTION.**

- 3.1. Each party agrees to comply with its respective obligations under privacy laws, rules, and regulations that apply to such party regarding the processing of personal data (collectively, "Privacy Legislation") with regard to personal data transmitted, shared, disclosed, or provided under this Agreement and via the Services. In addition, and notwithstanding anything to the contrary under this Agreement, Customer shall not use any personal data unless it has determined and established a legal basis for such use, considered lawful and legitimate under applicable Privacy Legislation.
- 3.2. We will process personal data that we may collect or obtain under this Agreement, including in connection with the Services, 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 regard to personal data included in the Inputs and Outputs, the parties shall comply with the provisions of the [Data Processing Agreement](#), incorporated herein by reference and constituting an integral part of this Agreement.

### 4. **CONFIDENTIALITY**

- 4.1. Use and Nondisclosure. "Confidential Information" means any business, technical or financial information, materials, or other subject matter disclosed by one party ("Discloser") to the other party ("Recipient") that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. Recipient agrees it will: (a) only use Discloser's Confidential Information to exercise its rights and fulfill its obligations under this Agreement, (b) take reasonable measures to protect the Confidential Information, and (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.
- 4.2. Exceptions. The obligations in Section 4.1 do not apply to any information that (a) is or becomes generally available to the public through no fault of Recipient, (b) was in Recipient's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to Recipient without restriction by a third party, or (d) was independently developed without use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 4 by its employees, contractors, and agents. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance.

## 5. **PAYMENTS**

- 5.1. **Fees and Billing; Disputes and Late Payments.** You agree to pay all fees with respect to your Subscription ("**Fees**") in accordance with the prices and terms as stated in an Order Form. We have the right to correct pricing errors or mistakes even after issuing an invoice or receiving payment. Fees are payable in U.S. dollars and are due upon invoice issuance, unless otherwise agreed in an Order Form. Payments are non-refundable and non-cancellable except as provided in these Terms or the Order Form. To dispute an invoice, you must contact [customers-us@lightricks.com](mailto:customers-us@lightricks.com) within thirty (30) days of issuance. Overdue undisputed amounts may be subject to a finance charge of 1.5% of the unpaid balance per month, and we may suspend your access to the Tool immediately after providing written notice of late payment.
- 5.2. If the payment plan that applies to your Tier is on a recurring-subscription basis, you agree to pay these fees in accordance with the applicable billing cycle. If you provide your consent to an automatic renewal of the Subscription, then unless you cancel the automatic renewal at the timing and through the cancellation methods described in the applicable IO, your Subscription will be renewed automatically for successive terms of equal length to that specified in the applicable Order Form.
- 5.3. **Taxes.** All Fees payable by Customer under this Agreement are exclusive of any taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), duties, or similar charges imposed by any governmental authority (collectively, "**Taxes**"). Customer shall be responsible for the payment of all applicable Taxes, except for any taxes based solely on Lightricks' income. If Lightricks is required to collect or remit any Taxes related to the Subscription, such Taxes will be invoiced to and paid by Customer, unless Customer provides Lightricks with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees to indemnify and hold Lightricks harmless from any claims, liabilities, or expenses related to Customer's failure to pay any applicable Taxes.

## 6. **INTELLECTUAL PROPERTY**

- 6.1. All rights, title and interest (including without limitation all Intellectual Property Rights) in and to the Tool, including without limitation, any Feedback, are and shall remain exclusively owned by Lightricks and/or its licensors. "**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.
- 6.2. **Lightricks Brands.** The trademarks and branding displayed in the Tool, 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.

- 6.3. 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 Tool 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 are solely responsible and liable for determining whether releases (such as a publicity or photo release, or release permitting the use of Generative Artificial Intelligence) 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.
- 6.4. 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, set forth in SCHEDULE A below.

## 7. **YOUR ACCOUNT**

- 7.1. Your Account. In order to access the Tool, 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. Personal data collected by us in creating your Account will be used and processed in accordance with our [Privacy Policy](#). You are responsible for all of your Account information. The Customer is responsible for all activities that occur under the usernames, passwords, Account or the access to the Services using its credentials and agrees to notify Lightricks immediately of any unauthorized use.

## 8. **INPUT AND OUTPUT**

- 8.1. Input You Provide. Lightricks reserves the right (but does not have the obligation) to remove Input you provide or upload to the Tool if Lightricks deems it to be in violation of this Agreement or applicable law. You are responsible for all Input you provide, 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 Tool as specified in this Agreement. 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 inform other users how that Input and Output may be shared and to adjust the settings related to accessing or sharing it.
- 8.2. Grant of Rights. By entering Input into the Tool 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 any third-party's name, voice, image, likeness, to the extent these are within the Input or Output: (i) to provide the Tool to you in accordance with the provisions of the Agreement; (ii) for Lightricks' marketing and advertisement purposes and (iii) on an aggregated or otherwise anonymous basis, for improving the Tool and/or other Lightricks services, for analytics, and/or generally for research and development.

Lightricks does not and will not use your Input or Output to train the Tool's machine learning engines. The licenses set forth in this Section 8.2 shall survive any termination of the Agreement by any party, for any reason.

- 8.3. Your Use of the Output. Subject to your compliance with the Agreement, you may use the Output for any commercial purpose. Your use of the Outputs is at your own risk. You are responsible for: (a) evaluating the Output for accuracy and appropriateness for your use case, including by utilizing human review, and (b) determining whether you may lawfully post or otherwise distribute any Input you provide or Output. Lightricks has no obligation to evaluate, screen, or monitor any Input or Output that you upload to the Tool, or your use of it elsewhere. The Output is provided to you on an "as is" basis. Lightricks 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 third party's assertion of ownership rights, copyrights, or any other interest in or to any Output. Any decision made based on the Output is in your sole discretion and Lightricks bears no responsibility of any kind.
- 8.4. Ownership of Input and Output. To the extent permitted by applicable law, as between you and Lightricks: (a) Lightricks claims no ownership rights in the Input you provide; and (b) you own the Output. 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. Lightricks 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 this Agreement. If you violate this Agreement, you will lose the right to use the Output, but Lightricks may, at Lightricks' sole discretion, provide you written notice and a reasonable opportunity to cure your violation. You understand and acknowledge that similar or identical Outputs may be created by other people using similar or different Input, and your rights are only to the version of the Output that you have created.
- 8.5. User Discipline. Lightricks reserves the right, at any time, at its exclusive discretion, to take any action deemed necessary or appropriate with respect to Input or Output that violates this Agreement or applicable laws, including, without limitation, deletion of such Input or Output, deletion or suspension of your Account or your access to Ltx Scaler or to Output, and reporting to appropriate law enforcement authorities. Lightricks has no obligation to notify you or any other user of the deletion of any Input or Output. Lightricks will not be liable to you or any third party in any way arising from or related to the deletion of Input or Output.

## 9. **RESTRICTIONS.**

- 9.1. Acceptable Use Policy. You will abide by our Acceptable Use Policy which is available at <https://static.lightricks.com/legal/ltx-acceptable-use-policy.pdf> and is incorporated by reference into this Agreement.
- 9.2. Additional Terms of Third Parties. Upon written notice to you (email notification being sufficient), Lightricks may, from time to time, introduce additional terms and conditions governing this Agreement that relate to third-party technology providers. Following notification to you, these additional terms shall be incorporated by reference into this Agreement, and you shall be bound by and comply with these additional terms.

## 10. **DISCLAIMERS**



- 10.1. The Tool is not intended to, and shall not, operate as a data storage or archiving service, and you agree not to rely on the Tool for the storage of any Output whatsoever. You are solely responsible and liable for maintaining any desirable backup of the Output.
- 10.2. Third-Party Interruptions. User acknowledges and agrees that interruptions to the Tool 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.
- 10.3. Right to Repair. The Company reserves the right to suspend access to the Tool, 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.
- 10.4. USE OF THE TOOL IS AT YOUR SOLE RISK. THE TOOL AND ITS OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE MAKE NO GUARANTEES OR WARRANTIES WITH RESPECT TO THE TOOL'S OR OUTPUT(S)' QUALITY, STABILITY, SPEED, UPTIME, OR RELIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE TOOL INTEGRATES THIRD-PARTY FEATURES, AND ANY MODIFICATIONS, INTERRUPTIONS, OR TEMPORARY OR PERMANENT DISCONTINUATION THEREOF ARE NOT CONTROLLED BY, NOR ARE THEY THE RESPONSIBILITY OF, THE COMPANY. WE WILL NOT BE LIABLE TO YOU FOR ANY HARM CAUSED BY YOUR RELIANCE ON THE TOOL. 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 EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, OR THOSE THAT ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE.
- 10.5. WE DO NOT MAKE ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) THE TOOL WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (B) THE TOOL WILL BE FREE FROM MALWARE, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; AND/OR (C) THE OUTPUT 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.
- 10.6. LIGHTRICKS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE OUTPUT, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ANY ERRORS, MISTAKES, OR INACCURACIES IN THE OUTPUT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF LIGHTRICKS' 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 TOOL, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE TOOL BY ANY THIRD PARTY, (V) ANY ERRORS OR OMISSIONS IN ANY OUTPUT, 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 TOOL, (VI) ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE TOOL, (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

- 10.7. 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 BY USING THE TOOL, 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.

## 11. **INDEMNIFICATION.**

- 11.1. Indemnification by Customer. If Lightricks or its Affiliates (or their respective directors, officers, or employees) (collectively, "Lightricks Indemnitees") incur or suffer any loss or liability whatsoever (including but not limited to a fine, penalty, damages award, legal costs and expenses such as attorney's fees, etc.) under or in connection with any demand, claim, suit, or proceeding made or brought by a third party (whether by an individual, organization, or governmental agency) against a Lightricks Indemnitee (each, a "Company Claim"), and such Company Claim arises directly from an allegation of any breach by Customer under this Agreement and/or from Customer's use of the Tool beyond the permitted use hereunder, or any Input or Output, Customer agrees to: (i) indemnify and hold harmless the Lightricks Indemnitee(s) for such losses and liabilities; and (ii) defend the Lightricks Indemnitee(s) against any Company Claim, at Customer's own cost and expense.
- 11.2. Indemnification by Lightricks. In the event that, during the term of this Agreement and/or any applicable Order Form or the six (6) month period thereafter, a third party makes or institutes any claim, action, or proceeding against Customer alleging that Customer's authorized access and use of the Tool in accordance with this Agreement infringes such third party's copyright, trade secret or patent (an "Infringement Claim"), Lightricks shall: (i) at its own expense, defend Customer against the Infringement Claim; and (ii) indemnify and hold harmless Customer for any amount finally awarded against Customer by a court (or otherwise agreed in settlement) under the Infringement Claim (provided, however, that any insurance recoveries and/or indemnity or contribution amounts received by the Customer prior to receipt of indemnification by Lightricks, shall reduce the indemnifiable amount to be paid by Lightricks by the amount of such recovery).

Lightricks will have no obligation or liability under this Section 11.2 (*INDEMNIFICATION*) to the extent that the Infringement Claim is based on or results from: (i) a modification to the Tool not made or approved by Lightricks; (ii) the combination of the Tool with any third party product or service; (iii) Customer's Input; (iv) Customer's use of the Output; and/or (iii) any other Customer instructions or specifications. Should the Tool (in whole or in part) become, or in Lightricks' opinion be likely to become, the subject of an Infringement Claim or an injunction prohibiting Customer's use of the Tool, then Lightricks may, at its sole discretion: (a) procure for the Customer the right to continue using the Tool; (b) replace

or modify the Tool to avoid the Infringement Claim; or if options (a) and (b) cannot be accomplished despite Lightricks' reasonable efforts or are not, in Lightricks' opinion, commercially reasonable, then Lightricks may terminate this Agreement and any applicable Order Form and Customer's access to the Tool, and, without derogating from our indemnification obligations under this Section 11.2, as Customer's sole remedy, provide a refund for any amount pre-paid by Customer for the remaining unused period of the Subscription.

This Section 11.2 (*INDEMNIFICATION*) represents Lightricks' sole obligation and liability, and the Customer's sole remedy, for any allegations or claims of infringement relating to the Tool.

11.3. Indemnity Procedure. As a condition to indemnification under this Section 11 (*INDEMNIFICATION*), the indemnified party agrees: (a) to provide the indemnifying party with prompt written notice of the Infringement Claim or Company Claim, as applicable (the "Claim"); (b) to cede to the indemnifying party sole control of the defense and settlement of the Claim (except that any settlement shall require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned or delayed); (c) to provide the indemnifying party with all information and assistance reasonably requested by it; and (d) not to admit any liability under (or otherwise compromise the defense of) the Claim. The indemnified party may participate in the defense of the Claim at its own cost and expense.

11.4. This defense and indemnification obligations in this Section shall survive any termination or expiration of this Agreement and your use of the Tool.

## 12. **LIMITATION OF LIABILITY**

12.1. 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: (i) INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (ii) LOSS OF PROFIT, BUSINESS, ANTICIPATED SAVINGS, OR OPPORTUNITY; (iii) LOSS OF, OR DAMAGE TO, ANY CONTENT, REPUTATION, OR GOODWILL; AND/OR (iv) COSTS OR EXPENSES OF PROCURING SUBSTITUTE GOODS OR SERVICES.

12.2. EXCEPT FOR DEATH OR BODILY OR PERSONAL INJURY, OR WILFUL MISCONDUCT, NEITHER LIGHTRICKS NOR ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO LIGHTRICKS FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT WHICH GAVE RISE TO THE LIABILITY, WHETHER OR NOT LIGHTRICKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3. WITH RESPECT TO SECTION 11.2 (*INDEMNIFICATION BY LIGHTRICKS*) SOLELY, LIGHTRICKS' AGGREGATE LIABILITY SHALL BE CAPPED AT THE GREATER OF: (A) TEN (10) TIMES THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PROVIDER UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO THE INFRINGEMENT CLAIM; AND (B) ONE HUNDRED THOUSAND US DOLLARS (US\$100,000).

12.4. 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.

### 13. **TERM AND TERMINATION**

- 13.1. Term. The term of this Agreement shall commence on the effective date of an Order Form (or as otherwise stated in an Order Form) and shall remain in effect until terminated pursuant to this Section 13 ("Term"). If you provide your consent to an automatic renewal of the Subscription, then unless you cancel the automatic renewal at the timing and through the cancellation methods described in the applicable Order Form, your Subscription shall be renewed automatically for successive terms of equal length to that specified in the applicable Order Form.
- 13.2. Termination by Lightricks. Lightricks reserves the right, without notice and without liability, to suspend and/or terminate this Agreement, your Subscription, or your access to the Tool at any time: (i) if required to do so by law; (ii) to prevent a security risk or other credible risk of harm or liability to us, the Tool, or any third party; (iii) for repeated or material violations of any of Lightricks' policies or this Agreement; or (iv) for convenience (for example, if Lightricks is discontinuing the Tool for any reason). We will use reasonable efforts to notify you of any suspension or termination and provide you with an opportunity to resolve the issue prior to such suspension or termination.
- 13.3. Termination by You. You may terminate this Agreement at any time by closing your Account, however, termination shall take effect only at the end of the then-current Subscription Term, and you will not be charged for the subsequent Subscription period. It is hereby clarified that termination by you in accordance with this Section 13.3 shall not, unless otherwise specified in this Agreement or an Order Form, entitle you to receive a refund for the remainder of your Subscription.
- 13.4. 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 Tool shall terminate, and your access to previously generated Output will be terminated (You are therefore responsible for backing up, in advance, any Output you wish to retain. Lightricks is not required to retain any Output on the Platform); and (b) your Account and related access credentials shall be terminated, and you shall be responsible for backing up your Account information and content, and Lightricks shall not be required (unless mandated by applicable law) to retain any information. Any provision of this Agreement that should survive termination shall survive, including, without limitation, Sections 6 (*Intellectual Property*) and 10 (*Disclaimers*) through 15 (*General Legal Terms*) inclusive.

### 14. **GOVERNING LAW; DISPUTE RESOLUTION**

- 14.1. Dispute Resolution; Governing Law. The parties will endeavor to resolve any dispute with respect to these Terms and any applicable 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 arising out of or relating to these Terms or applicable

Order Form (excluding claims for injunctive or other equitable relief) shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. You hereby consent to personal jurisdiction before the federal and state courts in the State of New York. To the extent permitted by law, choice of laws rules and the United Nations Convention on Contracts for the International Sale of Goods will not apply. For the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in the County of New York within the State of New York.

- 14.2. No Class Action. Disputes must be brought on an individual basis only and may not be initiated or maintained 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 expressly prohibited. 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 provision does not preclude either party from participating in a class-wide settlement of claims.

15. **GENERAL LEGAL TERMS**

- 15.1. Entire Agreement. This Agreement (together with its Schedules) constitutes 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 concerning such subject matter. You confirm that by entering into this Agreement you have not relied on any statement or representation not expressly set forth in this Agreement. The section headings in this Agreement are for convenience only and shall not be used for interpretive purposes.
- 15.2. 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. 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. 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.
- 15.3. Severability. If any provision of this Agreement is held by a court to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and; 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.

- 15.4. 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.
- 15.5. 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.
- 15.6. 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, neither party intends that any third party will be a beneficiary of or entitled to rely on any part of this Agreement.
- 15.7. Notices. You agree that Lightricks may send you notices by email, as well as provide you with notices within the Tool. Except as otherwise stated in this Agreement or required by applicable law, you agree to send all notices to Lightricks at: [contact@lightricks.com](mailto:contact@lightricks.com).
- 15.8. U.S. Government Rights. The Tool is "commercial computer software" and any Tool-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 Tool shall be subject solely to the terms and conditions of this Agreement.
- 15.9. Export Compliance. You must comply with all 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 Tool, 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**

### **DMCA and DSA Policy**

#### **1. DMCA Copyright Policy**

##### **1.1. Removal of Content.**

It is the policy of Lightricks to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act (the "DMCA"), we have designated a DMCA Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with the Services. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of users of the Platform who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the DMCA Copyright Agent (as defined below) with the following information in accordance with the DMCA:

- 1.1.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- 1.1.2. A description of the copyrighted work you claim has been infringed;
- 1.1.3. A description of where the material that you claim is infringing is located in the Tool, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
- 1.1.4. Your address, telephone number, and email address;
- 1.1.5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 1.1.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- 1.1.7. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright.
- 1.1.8. In the event that you submit an incomplete or deficient Notice or Counter Notice (as such terms are defined in the DMCA) to Lightricks, Lightricks is not obligated to respond or to take further action on the matter.

##### **1.2. Counter-Notification.**

If you believe that the material you posted was removed from the Tool by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our DMCA Copyright Agent that includes substantially the following (please consult your legal counsel or see the DMCA to confirm these requirements):

- 1.2.1. Your physical or electronic signature;

- 1.2.2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to help us locate content quickly;
  - 1.2.3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
  - 1.2.4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the Tool may be found or accessed, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.
- 1.3. Counter-Notification Process.
- 1.3.1. When we receive a valid counter-notification, we will forward it to the party that reported your content. The information they receive will include your contact information, which they may use to contact you directly or to take further legal action.
  - 1.3.2. Within 14 business days after we receive a valid counter-notification, if the original party reporting the content does not notify us that they have filed an action seeking a court order to keep you from infringing on their copyrighted material, we will reinstate your content.
- 1.4. Misrepresentations. Please note that under the DMCA (at 17 U.S.C. Section 512(f)) any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.
- 1.5. DMCA Copyright and infringement Agent. Our agent for notice of claims of copyright infringement or any other infringement according to the DMCA ("DMCA Copyright Agent") can be sent notices in the English language at the following address:

Support Lightricks

Lightricks Ltd.

Professor Racah St, Building 5.4

Jerusalem, 9190401

Israel

Phone: +9720226445449

Email: [dmca@lightricks.com](mailto:dmca@lightricks.com)

## 2. **DSA Policy**

### 2.1. Removal of Content.



It is the policy of Lightricks to respect the rights or legitimate interest of all parties concerned, and we will respond to clear notices of alleged copyright infringement or any other alleged infringement to applicable laws in the European Union. Pursuant to the Digital Services Act (the “DSA”), we have designated a DSA Copyright Agent (as specified below) to receive notifications of claimed copyright infringement or other allegedly illegal content in the European Union in connection with the Tool. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of users of the Tool who are repeat infringers. If you believe that your work or someone else’s work has been copied in a way that constitutes copyright infringement in the European Union, or that information published on our Tool might be illegal content in the European Union, please provide the DSA Copyright Agent (as defined below) with the following information in accordance with the DSA:

- 2.1.1. A sufficiently substantiated explanation of the reasons why you allege the material or information in question to be illegal content;
  - 2.1.2. A clear indication of where the material or information that you claim is infringing or illegal is located in the Tool, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
  - 2.1.3. Your name and email address, except in the case of information considered to involve one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU (offences concerning sexual abuse or sexual exploitation of children, child pornography, solicitation of children for sexual purposes, or incitement, aiding and abetting, or attempting to commit such offences);
  - 2.1.4. A statement by you that you have a good faith belief that that the information and allegations contained therein are accurate and complete.
- 2.2. DSA Copyright and infringement Agent. Our agent for notice of claims of copyright infringement or any other infringement according to the DSA (“**DSA Copyright Agent**”) can be sent notices in the English language at the following address:
- Support Lightricks
- Lightricks Ltd.
- Professor Racah St, Building 5.4
- Jerusalem, 9190401
- Israel
- Phone: +9720226445449
- Email: [dsa@lightricks.com](mailto:dsa@lightricks.com)
- 2.3. Notice from national authorities: National authorities of EU member states may contact Lightricks for any orders to act against illegal content pursuant to regulations of the DSA to the following mail address: [dsa@lightricks.com](mailto:dsa@lightricks.com).
- 2.4. Content Takedown and Account Closures. In accordance with EU regulations, Lightricks can take down any content or information if Lightricks believes that it violated this

Agreement, or if Lightricks is required to do so by law. Lightricks can further disable your Account if you repeatedly violated this Agreement, infringed intellectual property rights or on any other applicable laws.

- 2.5. Content Moderation. Lightricks moderates content in order to identify any illegal content on the Tool. Automatic moderation occurs directly upon upload and for each piece of Content uploaded. Lightricks may equally receive notices from third parties claiming that the Content violates this Agreement, infringes on Intellectual Property Rights or any other Applicable Laws. These notices are subject to human review and are not processed in an automated fashion. In both instances, content moderation may lead to the removal of your Content, or disabling of your Account, if the Content violates this Agreement or is illegal.
  - 2.6. Request for Reconsideration. If Lightricks has removed your Content, or disabled, suspended, or terminated your Account due to violations set out in Section **Error! Reference source not found.** above, you may submit a written request for reconsideration of such action (the "Reconsideration Request") by sending us an email to [popularpayssupport@lightricks.com](mailto:popularpayssupport@lightricks.com) within **five (5) days** of your receipt of written notice from Lightricks of such action. The Reconsideration Request must include the following information: your full name, address, and phone number; and a written explanation as to why you believe that you did not violate the terms of this Agreement. Please make sure to respond to the email that you may receive from us following such Reconsideration Request, asking for additional information, as legally required.
  - 2.7. Lightricks Reconsideration. Lightricks will review, assess, and make a determination regarding a Reconsideration Request in good faith at Lightricks' sole and exclusive discretion (a "Final Determination") within sixty (60) days of receipt of such Reconsideration Request. Lightricks shall notify you of the Final Determination no later than thirty (30) days from the date of our Final Determination. Such Final Determinations are final and non-appealable and no further requests for reconsideration shall be accepted. Any late Reconsideration Requests shall be denied.
3. **Repeat Infringers Policy**. Lightricks does not tolerate any User that has posted User Content to or through the Apps or the Service and for whom Lightricks has received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 of the DMCA or Article 16 of the DSA with respect to such User Content ("Repeat Infringers"). Lightricks reserves the right to terminate access to the Tool for any Repeat Infringers.