

## TERMS OF USE

### 1. YOUR RELATIONSHIP WITH LIGHTRICKS

- 1.1 This Terms of Use Agreement (this “**Agreement**”) constitutes part of a binding agreement between Lightricks Ltd. (“**Lightricks**”, “**we**”, “**us**”, or “**our**”) and each end user (“**you**” or “**your**”) regarding your use of the Lightricks application (the “**App**”), [www.lightricks.com](http://www.lightricks.com) or any other website owned by us (the “**Website**”), and/or any Lightricks service, software, and services provided to you on or from or through the Website by Lightricks (together with the App and the Website, collectively, the “**Service**”).
- 1.2 Your legal agreement with Lightricks is made up of (A) the Agreement and (B) Lightricks’s Privacy Policy (<http://facetuneapp.com/files/facetune-privacy.pdf>) (collectively called the “**Terms**”). The Terms form a legally binding agreement between you and Lightricks in relation to your use of the Website and the Service. It is important that you take the time to read them carefully.
- 1.3 The Terms apply to all users of the Service, including users who are also contributors of Content, on the Service. “**Content**” includes the text, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and any other materials you may view on, access through or contribute to the Service.
- 1.4 By using or accessing the Service, you agree to be bound by the Terms. If you do not agree to the terms of this Agreement, please do not use the Service.
- 1.5 You should print or save a local copy of the Terms for your records.

### 2. CHANGES TO THE TERMS

Lightricks reserves the right to make changes the Terms from time to time, for example to address changes to the law or regulatory changes or changes to functionality offered through the Service. Therefore you must look at the Terms regularly to check for such changes. The modified version of the Terms (the “**Modified Terms**”) will be posted at (<http://facetuneapp.com/files/facetune-terms.pdf>) or made available within the Service (for any modified additional terms). If you do not agree to the Modified Terms you must stop using the Service. Your continued use of the Service after the date the Modified Terms are posted will constitute your acceptance of the Modified Terms.

### 3. GENERAL RESTRICTIONS ON USE

- 3.1 Subject to your compliance with the Terms, Lightricks hereby grants you permission to access and use the Service, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Terms on your part:
  - 3.1.1 you agree not to distribute any part of or parts of the App, the Website or any other element of the Service, including but not limited to any Content not owned by you, in any medium without Lightricks’s prior written authorization, provided that you ensure such distribution is compliant with the Terms, all applicable laws and the terms governing any websites to which the Content is distributed;
  - 3.1.2 you agree not to alter or modify any part of the Service;
  - 3.1.3 you agree not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Service or features that (a) prevent or restrict use or copying of Content, or (b) enforce limitations on use of the Service or the content accessible via the Service;

- 3.1.4 you agree not to use the Service for any commercial use, including without limitation the following uses, unless you obtain Lightricks's prior written approval:
- (a) the sale of access to the Service;
  - (b) the sale of advertising, sponsorships or promotions placed on or within the Service, or Content; or
  - (c) the sale of advertising, sponsorships or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service unless other material not obtained from Lightricks appears on the same page and is of sufficient value to be the basis for such sales;
- 3.1.5 prohibited commercial uses shall not include: *(i)* Usage of any photograph or image owned by you which you edited using the Service. Please note that you may not make any commercial usage of the stock photos contained in the Service. As a part of the terms of use of the Service you hereby obligate yourself to indemnify Lightricks for any damage resulting from such commercial usage of said stock photos. *(ii)* any use that is expressly authorized by Lightricks in writing. For the purpose hereof, "original" means Content with respect to which you own all right, title and interest and with respect to which you have the right to grant all the rights and licenses granted by you herein;
- 3.1.6 you agree not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Service in a manner that sends more request messages to the Lightricks servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e., not modified) web browser;
- 3.1.7 you agree not to collect or harvest any personal data of any user of the Service (and agree that this shall be deemed to include Lightricks account names);
- 3.1.8 you agree not to use the Service (including the comments and email features in the Website) for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- 3.1.9 you agree not to solicit, for commercial purposes, any users of the Website or the App with respect to their Content.
- 3.2 You agree that you will comply with all of the other provisions of the Terms at all times during your use of the Website and the Service.
- 3.3 Lightricks grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Lightricks reserves the right to revoke these exceptions either generally or in specific cases.
- 3.4 Lightricks reserves the right to add, change, discontinue, terminate, suspend, limit, disable, and/or cancel any feature and/or any other aspect of the service provided on the Website or any part thereof at its sole discretion and without notice to you. You hereby agree and acknowledge that Lightricks is permitted to limit, disable, eliminate or cancel some or all of the functionality of Lightricks at any time and these Terms will continue to apply to the services as modified. You agree that we will not be liable to you or to any third party for any such modification, suspension, or discontinuance of the Website or the services provided by the Website.
- 3.5 If you violate any of these Terms or any applicable law, your permission to use the Service will automatically terminate.

- 3.6 You agree that you are solely responsible for (and that Lightricks has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Lightricks may suffer) of any such breach.

#### **4. COPYRIGHT POLICY**

- 4.1 Lightricks is committed to protecting the rights of intellectual property of others and seeks to comply with all applicable laws and regulations regarding the protection of intellectual property and requests that our users do the same.
- 4.2 Unauthorized copying, distribution, modification, public display or public performance of copyrighted works is a copyright infringement, and Lightricks reserves the right to undertake appropriate steps against copyright offenders.
- 4.3 Your use of the Service is conditioned upon your agreement not to use the Service to infringe the intellectual property rights of others in any way. Lightricks, at its sole discretion, may terminate its engagement with any user who is suspected of infringing the copyrights, or other intellectual property rights, of others, or may, at its sole discretion, take other actions against such users. In addition, it is Lightricks's policy, in appropriate circumstances, at its discretion and in accordance with applicable laws, to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and to remove or disable access to any reference or link to material or activity that is claimed to be infringing.
- 4.4 Without limiting any of the foregoing, Lightricks will act expeditiously to process any notices of alleged intellectual property infringement.
- 4.5 Lightricks agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Lightricks Inc.

Arnon 11, Jerusalem, Israel

Zip: 9451713

By email: [contact@lightricks.com](mailto:contact@lightricks.com)

#### **5. CONTENT**

- 5.1 As a Lightricks user you may submit Content. You understand that whether or not Content is published, Lightricks does not guarantee any confidentiality with respect to Content. You understand and agree that Lightricks cannot guarantee that you will be able to retrieve or save posted Content locally, and is not responsible for any loss of Content.
- 5.2 You retain all of your ownership rights in your Content, but you are required to grant limited license rights to Lightricks and other users of the Service. These are described in paragraph 6 of these Terms (Rights You License).
- 5.3 You understand and agree that you are solely responsible for your own Content and the consequences of posting or publishing it. Lightricks does not endorse any Content or any opinion, recommendation, or advice expressed therein, and Lightricks expressly disclaims any and all liability in connection with Content.
- 5.4 You represent and warrant that you have (and will continue to have during your use of the Service) all necessary licenses, rights, consents, and permissions which are required to enable Lightricks to

use your Content for the purposes of the provision of the Service by Lightricks, and otherwise to use your Content in the manner contemplated by the Service and these Terms.

- 5.5 You agree that your conduct on the Website and through the App will comply with (and you agree that the content of all of your Content shall comply with) the Terms, as updated from time to time. You hereby warrant and represent that: **(a)** you are the sole owner of and/or hold all rights in and to your Content; **(b)** there are no restrictions, limitations which prevent or restrict you from granting the licenses herein; and **(c)** your Content will not: **(i)** facilitate or promote illegal activity, or contain content that is illegal; **(ii)** contain content that is defamatory, misleading, fraudulent, obscene, distasteful, racially or ethnically offensive, harassing, or that is discriminatory based upon race, gender, colour, creed, age, sexual orientation, or disability; **(iii)** contain sexually suggestive or explicit content; **(iv)** infringe upon or violate any right of any third party; **(v)** disparage, defame, or discredit Lightricks or any third party; **(vi)** contain any virus, viruses, worms, Trojan horses and other disabling or damaging codes; or **(vii)** otherwise contain content that violates any laws, rules, regulations or policies of any competent jurisdiction. You agree to defend, indemnify and hold harmless Lightricks and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damage, settlement or expense (including reasonable legal expenses) from and against any claim arising from breach of your representations and warranties set forth in these Terms.
- 5.6 You agree that you will not post or upload any Content which contains material which it is unlawful for you to possess in the country in which you are resident, or which it would be unlawful for Lightricks to use or possess in connection with the provision of the Service.
- 5.7 You agree that Content you submit to the Service will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal license or permission from the rightful owner, or are otherwise legally entitled, to post the material in question and to grant Lightricks the license referred to in Section 6.1 below.
- 5.8 On becoming aware of any potential violation of these Terms, Lightricks reserves the right (but shall have no obligation) to decide whether Content complies with the content requirements set out in these Terms and may remove such Content and/or terminate a User's access for uploading Content which is in violation of these Terms at any time, without prior notice and at its sole discretion.
- 5.9 You further understand and acknowledge that in using the Service, you may be exposed to Content that is factually inaccurate, offensive, indecent, or otherwise objectionable to you. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Lightricks with respect to any such Content.

## **6. RIGHTS YOU LICENSE**

- 6.1 When you upload or post Content to Lightricks, you grant:
- 6.1.1 to Lightricks, a worldwide, non-exclusive, royalty-free, transferable license (with right to sub-license) to use, reproduce, distribute, prepare derivative works of, display, make available to the public, broadcast and publically perform that Content in connection with the provision of the Service and otherwise in connection with the provision of the Service and Lightricks's business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels;
- 6.1.2 to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the functionality of the Service and under these Terms.

- 6.2 The above licenses granted by you in Content terminate when you remove or delete your Content from the Website.

## **7. LIGHTRICKS CONTENT ON THE WEBSITE**

- 7.1 Lightricks is the sole owner of all the intellectual property, and in particular the copyright, trademarks (including, without limitation, Lightricks™ and Lightricks.com™), database and patents, in the Website and in any software, application, graphics, text and other materials used therein; other than the stock photos provided as "demo photos" on the Facetune App, which are licensed to it by a third-party. This Agreement does not grant you any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), domain names or any other rights, functions or licenses in respect of the Website. You may not create derivative software based upon any trade secret, intellectual property or proprietary information of Lightricks.
- 7.2 You may not adapt or use any trademark or trade name or domain name similar to or likely to be confused with that of Lightricks, or take any other action that infringes upon or impairs Lightricks's trademark rights.
- 7.3 With the exception of Content submitted to the Service by you, you are not granted any right and/or license, or ownership including any copyright, trademark and other intellectual property rights to any Content, other than as explicitly set forth in these Terms. Any third party trade or service marks present on Content not uploaded or posted by you are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Lightricks or, where applicable, Lightricks's licensors; this, with the exception of the stock photos in the application, in which usage is allowed as long as it is non-commercial. Lightricks and its licensors reserve all rights not expressly granted in and to their Content.

## **8. LINKS FROM LIGHTRICKS**

- 8.1 The Service may include hyperlinks to other web sites that are not owned or controlled by Lightricks. Lightricks has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.
- 8.2 You acknowledge and agree that Lightricks is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, Service or other materials on or available from such web sites or resources.
- 8.3 You acknowledge and agree that Lightricks is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, Service or other materials on, or available from, such web sites or resources.
- 8.4 Lightricks encourages you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

## **9. ENDING YOUR RELATIONSHIP WITH LIGHTRICKS**

- 9.1 The Terms will continue to apply until terminated by either you or Lightricks as set out below.
- 9.2 If you want to terminate your legal agreement with Lightricks, you may do so by notifying Lightricks at any time. Your notice should be sent, in writing, to Lightricks's address which is set listed above.
- 9.3 Lightricks may at any time terminate its legal agreement with you if:

- 9.3.1 you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- 9.3.2 Lightricks is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
- 9.3.3 Lightricks is transitioning to no longer providing the Service to users in the country in which you are resident or from which you use the Service; or
- 9.3.4 the provision of the Service to you by Lightricks is, in Lightricks's opinion, no longer commercially viable

~ and in the case of each of 10.3.2 and 10.3.4 above, where possible, give reasonable notice of such termination.

- 9.4 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Lightricks have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 14 shall continue to apply to such rights, obligations and liabilities indefinitely.

## **10. EXCLUSION OF WARRANTIES**

THE SERVICE IS PROVIDED "AS IS", WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. FURTHERMORE, THE WEBSITE MAY BE SUBJECT TO CHANGES IN LIGHTRICKS'S PRACTICES AND POLICIES REGARDING VARIOUS FEATURES INCLUDED ON THE WEBSITE. IN ADDITION, LIGHTRICKS GIVES NO WARRANTY REGARDING THE ONGOING NON-INTERRUPTABLE AVAILABILITY OF THE WEBSITE OR THE TIMES AT WHICH IT WILL BE AVAILABLE. WITHOUT LIMITING THE FOREGOING, LIGHTRICKS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND/OR QUALITY OF SERVICE. LIGHTRICKS MAKES NO WARRANTY THAT THE WEBSITE AND/OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YOU UNDERSTAND AND AGREE THAT THE USE OF THE WEBSITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR DATA STORED ON IT. IN NO EVENT WILL LIGHTRICKS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, LOSS OF PROFITS AND SAVINGS AND THE LIKE), OR ANY OTHER DAMAGES ARISING OUT OF THE UNAVAILABILITY, USE, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. LIGHTRICKS'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED FEES PAID BY YOU TO LIGHTRICKS IN CONNECTION WITH THE SERVICE HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM; OR TO THE EXTENT NO SUCH FEES APPLY, LIGHTRICKS SHALL HAVE NO LIABILITY WHATSOEVER.

## **11. GENERAL LEGAL TERMS**

(a) Entire Agreement. These Terms constitute the entire agreement between you and Lightricks with respect to the use of the Website and supersedes all contemporaneous and prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Terms. (b) Jurisdiction;

Choice of Law; Export Limitations. Except to the extent applicable law, if any, provides otherwise, these Terms shall be governed by the laws of the Israel without giving effect to any principles of conflicts of laws thereof, and the competent courts in Tel Aviv, Israel shall have exclusive jurisdiction over all disputes between the parties. If you choose to access the Website from locations outside Israel, you do so at your own risk and are responsible for compliance with applicable local laws. **(c) Compliance with Laws.** You are responsible for compliance with applicable local laws, keeping in mind that access to the Website by certain persons or in certain countries may not be legal. **(d) Severability.** If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. **(e) No Agency; Third Party Beneficiaries.** No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms. Neither of us intends that any third party will be a beneficiary of or entitled to rely on any part of these Terms. **(f) Paragraph Headings.** The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect. **(g) Limitation on Actions.** Any action concerning any dispute you may have with respect to the Website must be commenced within one year after the cause of the dispute arises, or the cause of action is barred. **(h) No Waiver.** The failure of Lightricks to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or Lightricks's right to act with respect to subsequent or similar breaches.