

# Arti Creators Terms of Service

**Arti D2 Ltd.** ("Arti", "us", "our", or "we"), a company incorporated in the State of Israel with Company No. 515984144, has developed a platform that allows users to create real-time augmented reality content ("**Platform**"). These Terms of Service ("**Terms**") govern your access and use of the Platform and services available thereon ("**Services**"). Our Privacy Notice, available at <https://www.arti.tv/privacy-policy> ("**Privacy Notice**") governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "**You**" means an individual using the Platform or Services.

Please read these Terms carefully. By clicking on the button marked "I agree" you assent to these Terms. We may change these Terms from time to time and by continuing to use the Services following any changes, you agree to the amended Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" and do not use the Services.

**Note to participants in the Pilot Program:** If you are using the Platform as part of a pilot program conducted by Arti ("**Pilot Program**"), please note that certain terms may apply during the term of the Pilot Program which may not apply afterward, as detailed herein. Note also that the Platform is currently in its beta version and certain features may not be fully implemented, since the Platform is still a work in progress. Unless you are comfortable using beta software and understand the implications of such use, please do not use this beta version of the Services.

## 1. Use of Services

- 1.1. Subject to these Terms, Arti allows you to access and use the Platform and Services on a non-exclusive basis for your own personal uses.
- 1.2. Through the Platform, you will be able to record/create real-time augmented reality elements in videos and stream such videos in real-time. You are granted the right to record and/or create videos as permitted in the plan for which you have registered.
- 1.3. Arti may conduct competitions as part of the Pilot Program. Winners of competitions, which shall be determined by Arti at its sole discretion, may be eligible to win prizes.
- 1.4. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are at least 18 years old, or else have your parent's or guardian's permission to enter these Terms, and have the ability to form a binding contract; (d) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Platform and Services. If you are registering on behalf of any entity or company, you represent that you are authorized to enter into, and bind such entity to these Terms and register for the Services.
- 1.5. You are solely responsible for ensuring that these Terms are in compliance with all applicable laws, rules, and regulations and the right to access the Services is revoked

where these Terms or use of the Services is prohibited.

## **2. Account Registration**

- 2.1. In order to use the Services, you will need to have a registered account. To complete the registration process, you must provide all registration information that we request. We may indicate that the provision of some information is optional, but your agreement to provide such information may assist us in providing you with improved Services.
- 2.2. For Pilot Program Participants: In order to participate in the Pilot Program, you will need approval from Arti, which Arti may provide at its sole discretion. Arti will not have any liability for anyone not approved for participation.
- 2.3. Subject to applicable law, Arti may refuse to open an account for any individual or entity at its sole discretion.
- 2.4. You agree to notify us immediately of any unauthorized use of your account. You are solely responsible for the security of your computer system and/or mobile device and all activity on your account, even if such activities were not committed by you. To the fullest extent permitted by applicable law, Arti will not be liable for any losses or damage arising from unauthorized use of your account. We do not police for and cannot guarantee that we will learn of or prevent any inappropriate use of the Services.

## **3. Termination of Account**

- 3.1. Arti may suspend or terminate your account at any time by providing three (3) days' prior notice. In addition, Arti may suspend or terminate your account with immediate effect and may take any other corrective action it deems appropriate upon the occurrence of any of the following events: (i) violation of the letter or spirit of these Terms, (ii) behavior that is fraudulent, harassing, abusive, illegal or harmful to other users, third parties, or the business interests of Arti; or (iii) failure to make payment in accordance with the terms specified herein, including chargebacks. If you choose not to subscribe following participation in the Pilot Program, your account may automatically be terminated. If your account is terminated, you may not rejoin Arti without permission. Arti may modify or discontinue the Services for all users at any time. Upon termination of your account (other than due to your breach), content or materials that may be available through your account shall be available for export for a period of 30 days following such termination, and thereafter shall no longer be available.
- 3.2. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services. We will cooperate with any law enforcement authorities or court order directing or requesting that we disclose the identity, behavior, or User Content (as defined below) of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Services.

- 3.3. You may request termination of your account at any time by sending an email to [legal@arti.tv](mailto:legal@arti.tv). Following such request, we shall close your account as soon as reasonably practicable. Suspension or termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, limitation of liability, and payment obligations), which by their sense and context are intended to survive such suspension or termination.

#### 4. Fees and Payment

- 4.1. The Platform will be provided free of charge to participants in the Pilot Program during the term of the Pilot Program. Once the Pilot Program has ended, Arti reserves the right to charge for use of the Platform and shall provide notice of such change.
- 4.2. You agree to pay Arti the fees as specified on Arti's website in accordance with the plan for which you have registered. Payments are to be made on a monthly or yearly basis (depending on the plan for which you have registered), in advance of the applicable month or year. It is clarified that you will not be eligible for a refund in respect of any month paid in advance. You will be asked to provide customary billing information such as name, billing address and credit card information either to Arti or its third-party payment processor(s). You hereby authorize the collection of such amounts by charging the credit card provided, either directly by Arti or indirectly, via a third-party online payment processor or by one of the payment methods described in the Services. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Personal Data collection practices. Please review such terms and conditions and privacy policy before using such services.
- 4.3. Where applicable, taxes may also be charged. Except as expressly provided in these Terms, fees are non-refundable.
- 4.4. Please note that Arti may impose or deduct foreign currency processing costs on or from any payments or payouts by Arti in currencies other than U.S. dollars. When converting currency, prices may be rounded up to the nearest whole number.

#### 5. User Content and User Content Restrictions

- 5.1. Arti allows you and other users to provide and create certain types of content through the Services, including images, photos, pictures, videos, reports, recommendations, feedback, and any modifications or derivatives of the foregoing ("**User Content**").
- 5.2. Arti has no obligation to accept, display, or maintain any User Content. Moreover, Arti reserves the right to remove and permanently delete any User Content uploaded or created by you without notice and for any reason if such User Content is suspected to be infringing or in the event of termination of the applicable account. You are and shall remain fully and solely responsible for any User Content that you provide. You represent and warrant that any User Content that you provide complies with applicable law and that you have all necessary rights, licenses, consents, and authorities required to provide such User Content.

- 5.3. Without limiting the above, you agree that you will not transmit, submit or upload any User Content or act in any way that:
  - 5.3.1. restricts or inhibits use of the Services;
  - 5.3.2. violates the legal rights of others, including defaming, abuse, stalking or threatening users or individuals;
  - 5.3.3. infringes (or results in the infringement of) the intellectual property, moral, publicity, privacy, or other rights of any third party;
  - 5.3.4. is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
  - 5.3.5. does not comply with all applicable laws, rules and regulations;
  - 5.3.6. posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following:
    - 5.3.6.1. material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity),
    - 5.3.6.2. material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening,
    - 5.3.6.3. pornography or obscene material,
    - 5.3.6.4. any virus, worm, trojan horse, or other harmful or disruptive component; or
    - 5.3.6.5. anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.
- 5.4. Arti may, at its sole discretion, choose to monitor User Content for inappropriate or illegal behavior, including through automatic means, provided however, that Arti reserves the right to treat User Content as content stored at the direction of users for which Arti will not exercise editorial control except when violations are directly brought to Arti's attention.
- 5.5. It is possible for others to obtain Personal Data about you due to your use of the Platform, including through any User Content that you make available. Anyone receiving or viewing User Content may use information you provided through such User Content (such as your contact details, location or description of an entity you represent) for purposes other than what you intended. We are not responsible for the use of any Personal Data that you disclose on the Platform or through any User Content by any user or any third party. By making any information available through the Platform, you acknowledge that you understand and have agreed to such risks.
6. **Use Restrictions.** You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Platform or Services without our prior written authorization, including framing or mirroring any part of the Platform or Services; (2)

circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any User Content or other content available through the Platform or Services; (3) use the Platform or Services or content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, Platform search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or Services; (5) use or access another user's account without permission; (6) use the Platform or Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.

## **7. Intellectual Property**

- 7.1. Arti or its licensors, as the case may be, have all right, title, and interest in the Platform, Services, and any content thereon (excluding User Content), including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Platform or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Platform and/or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Platform should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Arti or any third party. If you provide Arti with any feedback regarding the Platform and/or Services, Arti may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
- 7.2. You have all right, title, and interest in the User Content you provide. By submitting or posting any User Content, you grant Arti and its successors and assignees a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of, alter, and/or decompile such User Content on, through or in connection with the Platform. If you are a participant in the Pilot Program, you agree that we may use your User Content for our own business purposes, including for purposes of marketing or promoting our Platform and Services.

## **8. Copyright**

- 8.1. Arti's policy is not to infringe upon or violate the intellectual property rights or other rights of any third party. Arti will refuse to use and remove any User Content provided that infringes the rights of any third party. Under the Digital Millennium Copyright Act of 1998 ("**DMCA**"), Arti will remove any User Content if properly notified that such material infringes third party rights and may do so at its sole discretion and at any time, without prior notice to users. Arti's policy is to terminate the accounts of repeat infringers in appropriate circumstances.

- 8.2. You are in the best position to judge whether User Content is in violation of intellectual property or personal rights of any third party. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with User Content.
- 8.3. If you believe that something appearing on the Services infringes your copyright, you may send us a notice requesting that we remove or block access to it. If you believe that such a notice has been wrongly filed against you, the DMCA allows you to send us a counter-notice. Notices and counter-notices must meet the DMCA's requirements. We suggest consulting with your legal advisor before filing a notice or counter-notice. Note that there can be substantial penalties for false claims. Notices and counter-notices can be sent to us at [legal@arti.tv](mailto:legal@arti.tv).

## 9. Disclaimers and Disclaimer of Warranty

- 9.1. All information and content on the Platform is for informational purposes only and Arti provides no guarantees with respect thereto. Your use of the Platform and/or Services is at your sole discretion and risk. The Services and content thereon are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs.
- 9.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM AND/OR SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE PLATFORM AND/OR SERVICES; (II) THAT THE PLATFORM OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.
- 9.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
- 9.4. You acknowledge and agree that Arti is not a data retention service. You therefore must create backups of your data, and Arti shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.

## 10. Limitation of Liability

- 10.1. Without derogating from any of the above, we assume no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials

or Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. We shall not be responsible for any loss or damage, including personal injury or death, resulting from the conduct of any users of the Services. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Arti, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

10.2. IN NO EVENT SHALL ARTI OR ITS OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER ARTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF US\$50 OR THE AMOUNT YOU HAVE PAID US IN THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE.

11. **Indemnification.** You agree to indemnify, defend, and hold harmless Arti and its employees, directors, officers, subcontractors and agents from and against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your account and/or computer and/or mobile device, password (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Platform or Services; (c) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under applicable law. You may not settle or compromise such suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.
12. **Notices.** Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.
13. **Miscellaneous.** These Terms shall be governed solely by the laws of the State of Israel, and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in the State of Israel shall have exclusive jurisdiction to hear any disputes arising hereunder. In the event that any provision of these Terms is held to be unenforceable,

such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Arti or enables you to act on behalf of Arti. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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