



## LUCAS SERVICE TERMS AND CONDITIONS

THANK YOU FOR SUBSCRIBING TO THE LUCAS SERVICES OF IDOMOO LTD. OR ANY AFFILIATE THEREOF (“**IDOMOO**” or “**WE**” or “**US**”). THESE TERMS AND CONDITIONS (THIS “**AGREEMENT**”) GOVERN YOUR USE OF IDOMOO’S SERVICES (AS DEFINED BELOW). BY CLICKING THE “I AGREE” BUTTON DISPLAYED AS PART OF THE SUBSCRIPTION PROCESS AND/OR BY USING THE SERVICES, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU READ, UNDERSTOOD AND AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST ABORT THE SUBSCRIPTION PROCESS AND MAY NOT MAKE ANY USE OF THE SERVICES.

### 1. Definitions

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or the right to appoint more than 50% of such entity’s directors or members of a similar body.

“**Customer Data**” means any information, content and data of any kind, which may include images, videos, URLs and the content of any landing page or website to which you will refer us, names, dates, financial and other specific information, provided by you, or anyone on your behalf, to Idomoo for the purpose of generating Customized Videos through the System.

“**Customized Video**” means each video clip generated by the System using the Customer Data.

“Paid Customized Video” shall have the meaning given to it in Section 8.2 below.

“**Services**” means, in general, the generation by Idomoo through its System of Customized Videos based on Your specific instructions and preferences and using the Customer Data.

“**System**” means Idomoo’s proprietary system for generation of Customized Videos, using third party artificial intelligence services and media providers.

“**User Account**” means the account with Idomoo within which all your activities connected to the Services are carried out.

“**Website**” means Idomoo’s official website, at Idomoo.ai, as may be updated from time to time, and any successor thereof.

### 2. The Services.

2.1. The Services. You are responsible for providing us with the Customer Data and with a specific description of the Customized Video you wish to generate, which description may include the desired images and sounds to be included in the Personalized Video and other criteria for the creation thereof. Our System, using input received from third party artificial intelligence engines and other third-party providers (including the Third Party Licensors, as defined below), and based on the parameters defined by you, will automatically create the Customized Video. You will be allowed to request to make changes to certain (but not all) of the editorial and artistic aspects of the Customized Video and the System will then generate a revised Customized Video. Once the Customized Video is ready, you will be provided with a link allowing you to download it to your local system.

#### 2.2. Use of the Video.

2.2.1. Subject to the restrictions set forth herein (including in Exhibit A attached hereto) and in the Third Party Licenses (as defined below), you may freely use the Customized Video for any legal purpose. You may share, publish or broadcast a Customized Video on any platform or social network (subject to the terms of use of any such platform or social network), you may integrate a Customized Video into any of your (or your client’s) projects, including advertisements, movies, presentations, clips, etc.

2.2.2. You may not sell or sublicense the Customized Video to any third party; each Customized Video must be used only by one end user and you may not use the Customized Video as a template for the use by multiple end users. You agree that licenses are non-transferable between end users. Provided however that if you are hired by your client to create the Customized Video as part of



your project or projects for such client, then, with respect to a Customized Video, the use by your client (and by your client only, without the right to further transfer the right of use of the Customized Video) of the Customized Video will be covered by these Agreement as well, and you undertake to familiarize your client with the terms of this Agreement and obtain its consent to be bound by it.

- 2.3. Hosting and Storage. In providing the Services, Idomoo may use the Amazon Web Services™ for hosting and storage purposes or such other reputable provider of hosting and storage services as Idomoo may choose. Idomoo reserves the right to change at any time the hosting and storage solutions used by it for provision of the Services. You acknowledge that such hosting services are beyond the control of Idomoo and Idomoo shall not be liable for any damage, fault or delay which are caused by or at such provider of hosting services.
- 2.4. Third Party Providers. In addition to the hosting and storage services detailed above, in providing the Services, Idomoo may use certain third-party content and service providers (the “**Third Party Licensors**”), including without limitation providers of images, sounds and artificial intelligence engine. Idomoo reserves the right to change at any time the solutions and providers used by it for such purpose in provision of the Services. You acknowledge that such solutions and providers are beyond the control of Idomoo and Idomoo shall not be liable for any damage, fault or delay which are caused by or at such third-party provider of services nor is Idomoo responsible for the applicability to your needs of any content or material provided by any such Third Party Licensors and used in connection of the Services. You further acknowledge that the use of such solutions and providers are subject to third party licenses and terms of use, including, without limitation, open-source licenses. In particular, the Services are subject to the license specified in Exhibit A, which are hereby referred to and incorporated herein by reference (such terms of use and licenses, and any further agreements governing the use of third-party services replacing the above or governing the use of additional third-party services to be used by Idomoo in the provision of the Services, the “**Third Party Licenses**”).

You agree to comply with all obligations under the Third Party Licenses and avoid any act or omission which may result in breach of the Third Party Licenses. In particular, and without derogating from the generality of the above, you acknowledge and confirm that you have read Section 5 of Stable Diffusion License (as defined in Exhibit A) and agree to comply with the use restrictions set forth therein and in Attachment A thereof.

### 3. Proprietary Rights

- 3.1. Idomoo Proprietary Rights. Subject to your right to use the Services as specified herein and as may be described on the Website and subject to Third Party IPR (as defined below), Idomoo shall own all rights, title and interest in and to the Services (including with respect to any improvements, enhancements or modification to the Services or the related intellectual property rights made as a result of your feedback or recommendation, with respect to which you shall be deemed to have granted to us a royalty-free, worldwide, irrevocable, perpetual, sublicensable, transferable license to use and incorporate into the Services) (“**Idomoo IPR**”). Idomoo’s name, trademarks, service marks, logos, and the product names associated with the Services are trademarks and/or service marks and/or trade names owned by Idomoo or third parties who licensed their rights to Idomoo, and no right or license is granted hereunder to use them.
- 3.2. Third Parties Proprietary Rights. Each third party provider used by Idomoo in connection with the Services (including those set forth in Sections 2.3, 2.4 and 8.3 hereinunder) shall own all rights, title and interest in and to its services, technology and content (including without limitation any image, sound and video) added to the Customized Video (including with respect to any additions, improvements, updates, and modifications thereto) (“**Third Party IPR**”).
- 3.3. Restrictions. You shall not (i) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or create derivative works based on the Idomoo IPR or any Third Party IPR, (ii) access the Services in order to create a competitive service or product; (iii) copy any features, functions, images or graphics of the Idomoo IPR or any Third Party IPR, (iv) interfere in any manner with the operation or the hosting of the Idomoo IPR or any Third Party IPR or attempt to gain unauthorized access to the Idomoo IPR or Third Party IPR; (v) otherwise access or use the Idomoo IPR or any Third Party IPR, or provide access to the Idomoo IPR or a Third Party IPR to any third party, except as expressly permitted by this Agreement; or (vi) separate and/or use any portion of the Customized Video (e.g. image, sound etc.) separate from the entire Customized Video.
- 3.4. Your Proprietary Rights. As between us and you, you shall own all of your Customer Data and we acquire no right, title or interest thereof, except for the right to use or to enable third parties (including



any Third Party Licensor) to use the Customer Data for the creation of the Customized Videos as part of the Services and for the delivery of such Customized Videos, to the extent applicable (all subject to the provisions of this Agreement, including any restriction set forth herein on your right of use of the Customized Videos). You explicitly acknowledge and confirm your understanding that the use by other users of the System may result in an output of a similar video as the Customized Video generated through your use of the System, and in such case you will have no claim against Idomoo or such other users with respect to such similar video or the use thereof, and you hereby waive any such claim, including any claim of infringement.

#### 4. Use of the Services

- 4.1. Acceptable Use. By using the Services, you represent to us that you are at least 18 years old (in case of individual users), and that you have the legal right and authority to enter into this Agreement and to perform your obligations under this Agreement. By using our Services, you acknowledge that the generated content may be based on artificial intelligence algorithms and may not reflect human creativity or judgement. You are responsible for all of the acts or omissions associated with the use of the Services by you or by anyone on your behalf. You undertake to abide by all applicable local, state, national and foreign laws, treaties, regulations and terms of service (“**Applicable Laws**”) in connection with your use of the Services, including, but not limited to, those related to data privacy, international communications and the transmission of technical or personal data. You specifically agree not to, in any way: (i) resell, license or lease the Services to a third party; (ii) access (or attempt to access) your or any other party’s User Account by any unauthorized or automated means, other than through the interface that is provided by Idomoo; (iii) breach this Agreement or any other applicable rules and instructions that we may convey with respect to the use of the Services, including, but not limited to, any hosting and storage services and Third Party Licenses; (iv) interfere with or disrupt the integrity or damage the performance or security of the Website or any of our computer systems or networks or circumvent or manipulate the operation or functionality of the Website or our computer systems or networks, including, but not limited to, any hosting and storage services and other services provided by third parties (including Third Party Licensors) to facilitate the Services; (v) impersonate any person or entity, or make any false statement pertaining to your identity, employment, agency or affiliation with any person or entity; (vi) in connection with your use of the Services, collect or process any information of third parties without their explicit consent; (vii) be involved in any illegal activities in connection with your use of the Services, including, but not limited to, promoting, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography; (viii) violate the security or integrity of any third party network, computer or communications system, software application, or network or computing device used by us for providing the Services including, but not limited to, any hosting and storage services and other services provided by third parties (including Third Party Licensors) provided by third parties to facilitate the Services; (ix) falsely represent that you are the original creator of the Customized Video or any portion or component thereof; (x) use or display the Customized Video and any portion thereof in any manner other than in digital form; (xi) use the Services to provide medical advice and/or medical results interpretation; or (xii) interfere with the proper functioning of any system related to the Services, including, but not limited to, deliberate attempt to overload a system by mail bombing or flooding techniques.
- 4.2. User Data. In order to maintain the compatibility of Idomoo’s guidelines and services with intellectual property laws, data protection regulation and industry security best practices around the world, we hereby instruct you to make sure that no data (including, without limitation, any Customer Data), will be provided to us, unless it is in compliance with all Applicable Laws relating to data protection intellectual property and acceptable use. Without derogating from the above, you are solely responsible for all Customer Data that you or anyone on your behalf or engaged by you provide us. You assume all risks associated with your Customer Data, including, but not limited to, anyone’s reliance on their quality, accuracy or reliability, or any disclosure by you of information in Customer Data that makes you or anyone else personally identifiable. You may not, and may not permit or allow anyone on your behalf to, submit Customer Data that (i) is false, misleading or inaccurate or otherwise include unauthorized disclosure of any information; (ii) are illegal, libelous, deceptive, obscene, pornographic, threatening, defamatory, harmful to minors, racist, harassing or otherwise injurious to third parties or objectionable; (iii) contain software viruses, Trojan Horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any data or information; (iv) encourage, support, assist, provide instructions or advice in the committing of a criminal offense, under Applicable Laws; (v) may be deemed to be unlawful commercial communications (“spam”), chain letters, or pyramid schemes; (vi) are invasive of privacy or infringing misappropriates or violates of any



intellectual property rights or other third party rights; or (vii) the use of which is otherwise in contradiction with the terms of the Third Party Licenses. You represent and warrant that you own or otherwise have sufficient rights to the Customer Data that you or anyone on your behalf submit, as required for their submission and for the generation of Customized Videos on their basis; that their use does not violate this Agreement or any agreement or terms and conditions of any third party which apply to such Customer Data, and will not cause injury or harm to any person or entity. Idomoo has no obligation to inspect the Customer Data or monitor your use thereof. However, Idomoo (including through third parties which may include the Third Party Licensors) reserves the right (but not the obligation) to review Customer Data which you provide and to remove, screen, edit, or reinstate Customer Data from time to time at Idomoo's sole discretion. Idomoo shall provide you with notice of any such action as soon as practically possible. By submitting your Customer Data, you irrevocably grant Idomoo and its Third Party Licensors a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, fully sub licensable and transferable right and license to use, modify, host, deliver and display the Customer Data as may be necessary to perform the Services and to deliver the Customized Videos to you.

IDOMOO TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY WHATSOEVER FOR ANY CUSTOMER DATA. SHOULD IDOMOO BECOME AWARE THAT YOU HAVE BREACHED THIS AGREEMENT (OR ANY PART OF IT), OR SHOULD IDOMOO BECOME AWARE (WHETHER BY NOTICE TO IDOMOO OR OTHERWISE) OF ANY THIRD PARTY CLAIMS WITH RESPECT TO THE CUSTOMER DATA WHICH IF TRUE WOULD MEAN THAT YOU HAVE BREACHED THIS AGREEMENT, IDOMOO SHALL BE ENTITLED, AT ITS SOLE DISCRETION, TO REMOVE THE CONTENT IN VIOLATION IMMEDIATELY, TERMINATE OR SUSPEND YOUR USER ACCOUNT IN RESPECT OF SUCH CONTENT OR IN GENERAL, AND NOTIFY THE RELEVANT AUTHORITIES, WITHOUT ANY LIABILITY TO YOU FOR SUCH ACTIONS (INCLUDING IF EVENTUALLY SUCH THIRD PARTY CLAIMS WERE PROVEN NOT TO BE TRUE). YOU AGREE TO INDEMNIFY AND HOLD IDOMOO AND ITS THIRD PARTY LICENSORS HARMLESS FROM ANY LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES), IF AND WHEN INCURRED, RESULTING FROM ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION THIRD PARTIES RELATED TO THE PROVISION OF THE SERVICES) CLAIM OR DEMAND ARISING IN CONNECTION WITH YOUR CUSTOMER DATA, YOUR USE OF THE SERVICES, YOUR VIOLATION OF THIS AGREEMENT (INCLUDING THE VIOLATION OF ANY THIRD PARTY LICENSES INCORPORATED HEREIN BY REFERENCE), OR YOUR VIOLATION OF ANY RIGHTS OF OTHERS.

- 4.3. Data Backup. You have sole responsibility for adequate protection and backup of data and/or equipment you use in connection with the Services. Idomoo and any third party used by Idomoo for the provision of the Services may store the Customer Data on its servers or with third party hosting and storage services, including, but not limited to, the Customized Videos, for a limited period of time (and following the lapse of such period Idomoo may erase such information and shall not be obligated to keep a record thereof). In the event in which Idomoo delivers or makes available to you the Customized Videos, other than merely by links to where such video clips are hosted, it is your responsibility to download such Customized Videos immediately after they are made available to you by Idomoo and create any necessary backups of such Customized Videos.
- 4.4. Idomoo's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement will derogate from Idomoo's right to take any action that Idomoo believes to be required to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Idomoo with respect to such use.
- 4.5. Subject to applicable privacy laws, you grant Idomoo, a non-exclusive, royalty-free, copyright license to prepare derivative works of and publicly display the Customized Video, generated by the Service at your direction.

## 5. Registration and User account

- 5.1. User Account. The Services will be provided to you through your User Account. When opening your User Account and when utilizing the Services, we may ask you to provide us with certain information including information regarding your designated contact person(s) and billing information, if applicable. All information provided by you to Idomoo in connection with opening of the User Account must be true, current and complete. You should update such information from time to time, and no later than 7





days after any change to it. You grant Idomoo the right to independently verify any information that you provide, but Idomoo does not have the obligation to do so. If you provide any information that is false, inaccurate, out of date or incomplete, or if we have reason to believe that the information which you have provided us with is false, inaccurate, out of date or incomplete, we may suspend or terminate your User Account and refuse any and all current or future use of the Services.

- 5.2. Login. To log in, you must use the email address and password (or other allowed identification means) you entered in the registration process. We may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing your User Account, or for accessing other certain services of Idomoo. You are responsible for maintaining the confidentiality of your password. You are fully responsible for all activities that occur under your password and in your User Account and agree to notify Idomoo immediately of any unauthorized use of your User Account or any other breach of security.

## 6. Privacy & Security

Idomoo respects your privacy and the privacy of third parties whose information you may include in the Customer Data, subjects to the terms of this Agreement. The use of any Services shall at all times be subject to Idomoo's Privacy and Information Security Policy, which constitutes an integral part of this Agreement. Additionally, third party service providers, including the Third Party Licensors may use Customer Data provided for the delivery of Customized Videos subject to their terms of use and privacy policies for purposes of the improvement of such third party's services, the detection of violations of such third party's terms of use or other similar purposes.

Without derogating from the above or any other provision in this Agreement (including without limitation Sections 2.3 and 4.2 above), by entering into this Agreement you agree not to include any sensitive data, including government issued identification numbers, payment method details, health data, financial information and other data that is categorized as sensitive or a similar term under applicable laws. To the extent you will at any time provide us with sensitive information in contradiction with the foregoing, you hereby waive any claim you may have against us with respect thereof and agree to indemnify and hold Idomoo and its delivery service providers harmless from any liability, damages, losses, costs and expenses (including attorneys' fees), if and when incurred, resulting from or in connection with the delivery of such information.

## 7. Confidentiality

- 7.1. Each Party acknowledges that it may receive or otherwise have access to Confidential Information of the other Party in connection with the Agreement. All information furnished by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") with regard to any activities of Disclosing Party, and all information learned by Receiving Party in the scope of this Agreement, including but not limited to the business, marketing and sales plans of Disclosing Party, and designs, manufacturing process and any information pertaining to Disclosing Party's intellectual property ("**Confidential Information**"), shall be deemed to have been furnished in confidence and shall not be used by Receiving Party for any purpose whatsoever other than for Receiving Party's performance under this Agreement.
- 7.2. Receiving Party shall take all necessary precautions to hold such Confidential Information in strict confidence and to prevent the disclosure thereof to any third party; and it shall exercise at least such degree of care to preserve and safeguard the Confidential Information as that which it would undertake to preserve and safeguard its own confidential information, including, without limitation, taking all reasonable steps to ensure that the Disclosing Party's Confidential Information to which it has access is not disclosed or distributed by its personnel in violation of the terms of this Agreement.
- 7.3. At Disclosing Party's request, Receiving Party will promptly deliver to Disclosing Party all documents and materials of any nature pertaining to Receiving Party's engagement with Disclosing Party, and will not take with it any documents or materials or copies thereof containing any Confidential Information.
- 7.4. The undertakings set out above do not apply to any information that is: (a) in the public domain at the date of this Agreement or which subsequently comes into the public domain other than by breach of the Receiving Party's confidentiality obligations; (b) in the possession of the Receiving Party at the date of receipt, other than under an obligation of confidentiality; (c) obtained without an obligation of confidence from a third party not in breach of a confidentiality agreement with a party to this Agreement concerning the information obtained; (d) was specifically approved for use/release with the prior written consent of the Disclosing Party; or (e) required to be disclosed by law, rule, regulation or, by order of a



governmental body or regulatory or other competent authority (if disclosure is required by such an authority, the Receiving Party shall, where legally permissible to do so, promptly notify the Disclosing Party and only disclose such information required under such order).

- 7.5. The Receiving Party will include its Affiliates where those Affiliates have a legitimate interest in receiving the Confidential Information and are bound by equivalent obligations.
- 7.6. Receiving Party may disclose the Confidential Information to its employees on a need-to-know basis, and provided that such employees are bound by written confidentiality and non-use undertakings towards Receiving Party which also apply to the Confidential Information disclosed to Receiving Party under this Agreement.
- 7.7. Neither party shall disclose to any third party the terms of any order form or other specific commercial or financial arrangement made between the parties, other than its Affiliates and their legal counsel and accountants, and other than as part of a due diligence procedure relating an investment in or acquisition of such party (subject to a confidentiality undertaking by the party to whom such information is disclosed), without the other party's prior written consent. However, a party may disclose such information if it is compelled by law to do so, provided it gives the other party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

## 8. **Trial Period; Paid Service; Payment of Fees**

- 8.1. Idomoo may allow you to use all or portion of the Services for free, for a limited period to be specified by Idomoo upon the commencement of your use of the System, or, if not specified, until Idomoo decides, in its sole discretion, to end such free use of the System (the "**Trial Period**"). You acknowledge and agree that your ability to use the Services during the Trial Period may be limited, including without limitation, such that you may not be able to use the System in the same scope, capacity, functionality or otherwise in the manner that others who have paid for their right to use the Services and that features which are available in paying customers may not be available to you during the Trial Period, all as such limitations shall be determined by Idomoo from time to time in its sole discretion. Among other limitations, Idomoo may limit your use of the Services to specific versions and/or hours and/or limit the number of Customized Videos which you are entitled to generate in a certain period of time. Without derogating from Sections 9 and 10 below, you hereby confirm that you have no claim with respect to any of the above limitations that may be imposed from time to time by Idomoo. You further agree and consent that Customized Videos generated during the Trial Period may contain Idomoo's logo or watermark. It is clarified that You are forbidden from removing such logo or watermarks from Customized Videos generated using the free Services during the Trial Period, or to use the watermarked versions for any commercial purpose or any other purpose, other than personal use.
- 8.2. Idomoo may allow you to purchase the perpetual right to use a Customized Video for such one-time fee as shall be determined by Idomoo from time to time and on a case-by-case basis ("**Paid Customized Video**"). Subject to the payment of the applicable fee, you will be entitled to download a copy of the Paid Customized Video, free of Idomoo's logo or watermark. The one-time fee payable for the Paid Customized Video is non-refundable.
- 8.3. Idomoo may offer you the option to pay the fees for certain Services offered on the Website (including the payment for the Paid Customized Video) through external billing and payment processing services providers (the "**Clearing Services**"). In such cases where you have chosen to pay the fees with the use of the Clearing Services, such payment will be made through the external website of the Clearing Service provider, which is not part of the Website. Use of the Clearing Services is subject to the Clearing Services provider's applicable terms of use. To the extent you shall choose to use the Clearing Services and disclose information directly (including if following the use of a link provided on the Website) to a Clearing Services provider on its external website, you understand and acknowledge that such use is through an external website which is not part of the Website, that the Clearing Services are not part of the Services provided Idomoo, and that any information disclosed on such external website is not under our control. WE MAKE NO WARRANTIES OR PROMISES WHATSOEVER IN CONNECTION TO THE CLEARING SERVICES, THE USE OF ANY EXTERNAL WEBSITE AND/OR ANY INFORMATION DISCLOSED ON SUCH EXTERNAL WEBSITE (INCLUDING IF FOLLOWING THE USE OF A LINK PROVIDED ON THE WEBSITE). WE SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE CLEARING SERVICES.

8.4. The fees charged by Idomoo do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. We are solely responsible for taxes assessable against us based on our income.

## 9. **Warranties and Disclaimers**

THE SERVICES INCLUDING, BUT NOT LIMITED TO, THE THIRD PARTY LICENSES, THE CLEARING SERVICES AND ANY HOSTING AND STORAGE SERVICES PROVIDED BY THIRD PARTIES TO FACILITATE THE SERVICES, ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS IN RELATION TO THE SERVICE. WITHOUT DEROGATING FROM THE AFORESAID, IDOMOO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR THE SYSTEM.

The availability and functionality of the Services depend on various factors and elements, including software, hardware and communication networks, and partially provided by third parties, including third party hosting and storage services and third-party Clearing Services. These factors are not fault free. We do not warrant or guarantee that the Services (including, without limitation, the hosting and storage services and/or the Clearing Services) will operate without disruption, limitations, delays, errors or interruptions, or that they will be accessible, or available at all times, or immune from unauthorized access or error free.

To the extent you present or display the Customized Video to any third party, you will do so on your sole responsibility, and not on behalf of Idomoo or any of its Third Party Licensors. Without derogating from any other provisions of this Agreement, you agree to indemnify and hold Idomoo and its Third Party Licensors harmless from any liability, damages, losses, costs and expenses (including attorneys' fees), if and when incurred, resulting from or in connection with such presentation or display of the Customized Video to third parties.

## 10. **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL IDOMOO OR ITS THIRD PARTY PROVIDERS (INCLUDING WITHOUT LIMITATION ANY THIRD PARTY LICENSOR OR ANY PLATFORM OR MARKET PLACE THROUGH WHICH IDOMOO OFFERS ITS SERVICES) BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, THE HOSTING AND STORAGE SERVICES, THE CLEARING SERVICES OR THE THIRD PARTY LICENSES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF IDOMOO HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

## 11. **Term and Termination**

- 11.1. **Term.** This agreement is effective from the moment of your start and shall continue in full force and effect until terminated in accordance with the terms of this section.
- 11.2. **Termination.** You may Terminate this Agreement and cease using the Services for any reason or for no reason at all, at your convenience. Idomoo reserves the right, in its sole discretion, to terminate the Agreement or suspend your access to the Services or any portion thereof and at any time without notice, with or without reason. Idomoo reserves the right to terminate the Services all together for a limited period of time or indefinitely.
- 11.3. **Effect of Termination.** The termination of this Agreement for any reason shall not affect any rights,



obligations or liabilities accrued through the date of termination. The provisions of Sections 3, 4 and 6 through 11 shall survive the termination or expiration of the Agreement.

## 12. Miscellaneous

This Agreement shall be exclusively governed by the laws of the State of Israel, without regard to the choice or conflicts of law provisions thereof, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts of Tel-Aviv or the central district in Israel. This Agreement comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Idomoo reserves the right to make changes to this Services and to these terms and conditions at any time. Your continued use of the Services will constitute your acceptance of any new, amended or modified terms and conditions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Services. The failure of Idomoo to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Idomoo in writing. The section headings in the Agreement are included for convenience only and shall take no part in the interpretation or construing of the Agreement. This Agreement may not be assigned by you, whether by operation of law or otherwise, without the prior written approval of Idomoo and any assignment without such prior written consent shall be void. We may freely assign this Agreement and our rights and obligations hereunder. The Services, other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States, Israel and other jurisdictions. You represent that you are not named on any U.S. or Israeli government denied-party list. You shall not permit anyone to access or use Services in a U.S. or Israeli embargoed country or in violation of any U.S. or Israeli export law or regulation.

**Last Updated:** September 13, 2023



## Exhibit A

### Third Party Licenses

- Microsoft Azure - <https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure/EAEAS>
- Microsoft text to speech - <https://azure.microsoft.com/en-us/support/legal/cognitive-services-terms/>
- Getty Images - <https://www.gettyimages.com/eula>
- Stable Diffusion – <https://stablediffusionweb.com/license>

And specifically, by using the Services, you agree to comply with the following use restrictions:

- You agree not to use the output, the model or derivatives of the model:
  - In any way that violates any applicable national, federal, state, local or international law or regulation;
  - For the purpose of exploiting, harming or attempting the exploit or harm minors in any way;
  - To generate or disseminate verifiably false information and/or content with the purpose of harming others;
  - To defame, disparage or otherwise harass others;
  - For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
  - For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behavior or known or predicted personal or personality characteristics;
  - To exploit an of the vulnerabilities of a specific group of persons based on their age, social, physical or psychological harm;
  - For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
  - To provide medical advice and medial results interpretation;
  - To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).