

## **TERMS OF SERVICE FOR ANIMA SERVICES**

### **Introduction**

1. Hello and welcome to AnimaApp.com. AnimaApp features a Mac app, a mobile app, plugins for design softwares and a web site (the "**AnimaApp**"). AnimaApp and the services offered via AnimaApp, is owned and operated by Anima App Ltd, registered in Israel (hereafter referred to as "**AnimaApp**" "**we**" or "**us**" or "**Company**").
2. AnimaApp offers you a set of tools for websites and mobile app design, including software for Mac, a mobile app, plugins for design softwares and a website.
3. By using our software, or visiting our website and accessing the information, resources, services, products, and tools we provide, you (hereafter referred to as "**you**" or "**Customer**") understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as "**User Agreement**" or "**Agreement**").
4. We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

### **You represent and warrant that**

5. You are at least eighteen (18) years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into the AnimaApp Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the AnimaApp Terms.
6. You understand that AnimaApp does not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use or any of your End Users, or your compliance therewith.

### **And specifically regarding your User Content**

7. You own all rights in and to any content uploaded by you ("User Content"), including any designs, images, code, animations, videos, audio files, fonts, logos,

illustrations, compositions, artworks, interfaces, text, literary works and any other materials (“Content”), or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the User Content, as necessary to legally use, publish, transfer or license any and all rights and interests in and to such User Content.

8. The User Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights. The User Content is not illegal, does not infringes on any trademark, patent, trade secret, or copyright, and in no way unlawful for you to possess, post, transmit or display in the country in which you or your User Website’s or applications visitors and users (“End Users”) reside, or for AnimaApp and/or your End Users to use or possess in connection with AnimaApp Services.
9. You have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.
10. We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise harmful or violates any third party copyrights or trademarks. You hereby consent to such removal, and consent to waive any claim against us.
11. You agree to indemnify and hold harmless AnimaApp and its affiliates, and their directors, officers, managers and employees from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

### **Service Fees and Payments**

12. The use of certain AnimaApp Services may be subject to payment of particular fees, as determined by AnimaApp in its sole discretion (“Paid Services” and “Fee(s)”, respectively). AnimaApp will provide notice of such Fees then in effect in relation to such Paid Services. If you wish to receive or use such Paid Services, you are required to pay all applicable Fees in advance.
13. AnimaApp reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions. If you received a discount or other promotional offer, AnimaApp shall have the right to automatically and without notice renew your subscription to such AnimaApp Service(s) at the full applicable Fee.
14. All Fees shall be deemed to be in U.S. Dollars, except as specifically stated otherwise in writing by AnimaApp. To the extent permitted by law (and unless specified otherwise by AnimaApp in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities (“Taxes”), and you shall be responsible for payment of all applicable Taxes relating to your use of the AnimaApp Services, or to any payments or purchases made by you. If AnimaApp is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice for such transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties in connection with the purchase of Paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). AnimaApp is not responsible for any such additional fees or costs.
15. As part of registering or submitting information to receive Paid Services, you also authorize AnimaApp (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries AnimaApp or its affiliates may

consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiry date or card number as may be provided to us by your credit card company).

**Responsible Use and Conduct**

16. By visiting our website and accessing/using the information, resources, services, products, and tools we provide for you (hereafter referred to as "**Resources**"), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

**Wherein, you understand that:**

17. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

18. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.

19. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.

20. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

21. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

22. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

**Confidentiality; Proprietary Rights**

23. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of AnimaApp includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“**Customer Data**”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after two (2) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

24. AnimaApp shall own and retain all right, title and interest in and to (a) the Services and Resources, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Resources or support, and (c) all intellectual property rights related to any of the foregoing.

25. Notwithstanding anything to the contrary, AnimaApp shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer

Data and data derived therefrom) and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

26. All content and resources created by you, including code you have generated with our software derived from your own design or free design samples, is yours forever, and we have no claims on it.

**Beta Software and Early Access**

27. You acknowledge that you know some of our Resources are in Beta version and that early access to such beta versions is granted for selected users only, you also acknowledge that the license to use our Resources (as provided by this Agreement) can be revoked by AnimaApp at any time. You further acknowledge that early access to a beta version does not imply free license to a non-beta version in future. You represent and warrant to keep the contents of the beta version CONFIDENTIAL AND PRIVATE.

**Limitation of Warranties**

28. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services.
29. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
30. Furthermore, you understand and agree that:
- 30.1. Any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

30.2. No information or advice, whether expressed, implied, oral or written, obtained by you from AnimaApp or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

### **Limitation of Liability**

31. In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services during the 3 months preceding the above mentioned claims.

32. AnimaApp will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

33. UNLESS OTHERWISE EXPRESSED, ANIMAAPP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **Copyrights/Trademarks**

34. All content and materials available on AnimaApp, including but not limited to text, graphics, website name, subdomains, product names, code, images and logos (the "**Content**") are the intellectual property of AnimaApp (or of third parties which gave AnimaApp the right to use such materials and content), are protected by applicable copyright and trademark law.

### **Termination of this Agreement**

35. The company has the right to suspend or terminate this agreement in any time and without any notice.

36. Upon suspension or termination your right to use the Resources we provide will immediately cease.

37. You also have the right to cancel your account at any time without penalty.

38. In the event of account cancellation, either by you or us, you will lose all data related to your account that was stored on our servers. However, all content and resources created by you, including code you have generated with our software derived from your own design or free design samples, is yours forever, and we have no claims on it.

### **Privacy Policy**

39. When you use our Resources we track your activity and some of your personal information is used to identify you in our system and to administer the site and to further improve our Resources to better suit you and your needs.

40. We collect all the information you provide when you use our Resources and also collect information about how you use our Resources, such as the types of content you view or engage with or the frequency and duration of your activities.

41. we may also collect and store information such as your browser type, IP address, language, operating system, unique device identifier, the date and time of your visit, the pages you view and the websites you visited immediately before and after visiting AnimaApp's website or used our Resources.

42. We also use Cookies, Cookies are small files that are placed on your browser or device by the website or app you're using. Pixel tags are small blocks of code on a webpage or app that allow them to do things like read and place cookies and transmit information to us or our partners. The resulting connection can include information such as a device's IP address, the time a person viewed the pixel, an identifier associated with the browser or device and the type of browser being used. Local storage is an industry-standard technology that allows a website or app to store and retrieve data on a person's computer, mobile phone or other device. Some examples include device or HTML5 local storage and caching.

43. We use "persistent cookies" to save your login information for future logins to AnimaApp's Resources.

44. We use "session ID cookies" to enable certain features of AnimaApp, to better understand how you interact with our Resources and to monitor aggregate usage and web traffic routing on our Resources.

45. Most browsers automatically accept cookies, but allow you to disable cookies



through the “options” or “preferences” menu of your browser. Please be aware that disabling cookies could interfere with the functionality of AnimaApp's Resources.

46. Security of Personal Information. We have implemented and maintain reasonable security practices to protect against the unauthorized access, use, modification, destruction or disclosure of your personal information. However, no method of transmission or storage is completely secure, and we therefore cannot guarantee absolute security.

#### **Miscellaneous**

47. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

48. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

49. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

50. It is agreed that the Company may present the customer as its client, both in the company's website and other promotional publications including press release.

51. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

52. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

53. This Agreement shall be governed by the laws of the State of Israel without regard to its conflict of laws provisions. Both parties further consent to the personal jurisdiction of and exclusive venue in competent courts in Tel Aviv, Israel, as the legal forum for any dispute between them.

54. If any part of this Agreement is held invalid or unenforceable, the remaining provisions of it will remain in full effect and an enforceable term will be substituted reflecting yours and our intent as closely as possible. Either party's failure to enforce any term or condition in this Agreement is not a waiver of its right to do so later.
55. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
56. You can contact us for any question at **support@AnimaApp.com**