Welcome to our site (the “Site”), an exciting website by Lightricks Ltd. (the “Company” or “Us” or “We” or “Our”) through which you, a user (“You” or “User”), can access articles, commentary, news and other content created by creators for other creators. The Site is accessible through the Internet. By visiting the Site or using any Company services provided to You from, or through, the Site (collectively, the “Services”), You accept and agree to (i) these terms and conditions (the “Terms of Use”); and (ii) the Company Privacy Notice (the “Privacy Notice”), found at https://static.lightricks.com/legal/privacy-policy.pdf and incorporated herein by reference. These Terms of Use apply to all Users of the Services.

If You do not agree to the Terms of Use or the Privacy Notice, then You may not use the Services.

1. **The247 Services**

   1.1. By using the Site and/or the Services, You acknowledge that You fully understand and agree to the provisions set forth herein including the rights that You are granting to the Company hereunder without reservation of any kind. These Terms of Use constitute an agreement between you and the Company.

   1.2. The Company may, in its sole discretion, modify or revise these Terms of Use and/or the Privacy Notice at any time, and by continued use of the Services, You agree to be bound by the modified or revised Terms of Use and/or Privacy Notice.

   1.3. You acknowledge that You are either 18 years of age or older, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into—and abide by—the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use. However, even if You are not competent to enter into a legal agreement, if You knowingly accept and enjoy the benefits of the Services and the Site, then You will be deemed bound to the undertakings in the Terms of Use.

   1.4. You affirm that You are over the age of 13, as the Services are not intended for children under 13. If You are under 13 years of age, then You may NOT use the Services and should immediately stop any use of the Site and the Services.

   1.5. The Site is one of several Company products, which share technology, systems, insights, and information—including information about you—to enhance the user experience across the full suite of Company products. To learn more, please see the Company’s Privacy Notice referenced above.

   1.6. Changes to the Services. The Company reserves the right, from time to time and in its discretion, and without prior notice, to: (a) change the Services, any of its features and/or other aspects (such as the design, layout, or availability) of the Services; (b) deactivate any Services; and (c) stop supporting (or limit compatibility with) certain devices and operating systems, in which case your access to the Services on such devices or operating systems may be impaired. Where required by applicable law, we will notify You in advance (within the Services) in the event we decide to shut down or discontinue any of the Services as a whole.

   1.7. Reservation of Rights. For the avoidance of doubt, the Services are only licensed to You, and
no title in them passes to You. Any rights not expressly granted herein are hereby reserved by the Company and its licensors, and You are granted no other right or license in the Services, whether by implied license, estoppel, exhaustion, operation of law, or otherwise.

2. **GENERAL**

2.1. The Site is comprised of content prepared by creators for creators. We provide criticism, critiques, and commentary using Our own unique style to transform news and information about all things related to creators and produce curated content for Our Users, alongside related third-party original content. The Site is accessible publicly on the Internet and allows Users to access content that is curated by the Site’s team and third parties ("Site Content"). The Services may allow You to submit comments or reactions to Site Content using text or emotion icons ("User Comment(s)").

2.2. To the extent user comments will be enabled, to provide User Comments, You must provide your name. In order to avoid the posting of spam and other unwanted or harmful material on the Site, the Company shall have the right to review all User Comments before they are posted to the Site ("User Comment Review"). The User Comment Review shall in no way limit any use restrictions set forth in these Terms of Use, including but not limited to those outlined in Section 5 hereof regarding the User's use of and activity on the Services. You acknowledge and agree that You, and not the Company, shall be and remain solely liable for your User Comments without regard to the User Comment Review or the approval of any User Comment. You further acknowledge that the User Comments may contain the opinions and views of the authors thereof and in no way shall the Company’s approval of any User Comment after the User Comment Review constitute an endorsement of such User Comment or reflect the official policy or position of the Company.

3. **USER CONTENT.**

3.1. By sharing User Comments on the Services, You grant the Company and its subsidiaries, affiliates, and partners a worldwide, non-exclusive, fully-paid, royalty-free, irrevocable, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of and based upon, display, transmit, adapt, edit, modify, publicly display, publish, perform, sell, republish, promote, exhibit, and otherwise use, the User Comments, in all media now known or hereafter developed, for any and all purposes, including but not limited to promoting the Services in any media formats and through any media channels, whether now known or existing in the future throughout the world, without the Company seeking further permission from You.

3.2. Unless You agree otherwise in writing with the Company, and except as set forth herein, You retain all of your rights in and to the Intellectual Property (as defined below) in your User Comments, other than as provided herein.

3.3. You represent and warrant that You have all rights necessary to grant to the Company the license and rights listed above and that the Company’s use of its rights under the license shall not violate applicable law.

3.4. For the purposes of the Services, and any license and authority granted hereunder to the Company, all User Comments include the expression of such User Comments in hard copy, electronic, and other versions, including, but not limited to, masters, audio computer files (including but not limited to .wav; .mpeg; .mp3; .aiff; .aac; .wma); video and animation files (including, .avi.; .mpg; .mp4; .mov; .mpa; .gif; .flc; and .amc); and image files (including but not limited to .gif; .jpeg; .png; and .eps).

3.5. You shall be solely responsible for any User Comments posted to the Services, as well as the consequences of posting your User Comments to the Services, without regard to the User
Comment Review. You affirm, represent, and warrant that You own or have the necessary licenses, rights, consents, and permissions to post any User Comments that You post to the Services, that Your User Comments shall not be defamatory, shall not violate, misappropriate or infringe on any rights of third parties (including intellectual property rights or rights of publicity or privacy), and shall not violate applicable law.

3.6. You agree that any User Comments that You post to the Services will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless You have written permission from the rightful owner of the material or You are otherwise legally entitled to upload the material and to grant the Company all of the license rights conveyed herein. You assume all risk and responsibility for determining whether you may lawfully post any User Comments and We have no obligation to evaluate, screen or monitor any User Comment that You post to the Services. By posting User Comments to the Services, You represent and warrant that You will not be in violation of any agreements or other rights or grants.

3.7. You agree further that you shall not post any User Comments that impersonate a person or entity, falsely imply sponsorship or endorsement of a User Comment by the Services, the Company, and/or any third party, promote any information that you know is false or misleading, or promote any illegal or unauthorized copy of another person’s copyrighted work.

4. **Intellectual Property**

4.1. “Intellectual Property” means all rights and interests in all (a) patents, utility models, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations thereof and patents issued thereon; (b) registered and unregistered trademarks, service marks, trade names, domain names, and all of the associated goodwill; (c) registered and unregistered copyrights and all other literary and author’s rights or moral rights; (d) trade secrets, know-how, show-how, concepts, ideas, methods, processes, designs, discoveries, improvements, and inventions, whether or not patentable; (e) all other intellectual, industrial, and proprietary rights now or hereafter coming into existence throughout the world; (f) applications for and registrations, renewals, and extensions of any of the foregoing; and (g) exclusive and non-exclusive license rights to any of the foregoing.

4.2. The term “Site IP” includes all Intellectual Property, including text, software, written materials, graphics, photos, sounds, music, videos, audio-visual combinations, interactive features, user interface and user experience, the “look and feel,” and other elements, subsisting in the Site and the Services.

4.3. Except as permitted herein, You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, modify, or otherwise exploit any Site IP or Site Content for any other purposes without the prior written consent of the Company, except for features of the Services that specifically enable User sharing of Site IP and/or Site Content via email, social media, linking, and other platforms expressly enabled by the Services. You may access the Site and the Services only for Your own personal, non-commercial use. The Company reserves all rights not expressly granted in and to the Services, Site IP, and Site Content. You do not acquire any rights in or to any Site IP or Site Content by using the Services or accessing the Site.

4.4. You agree not to circumvent, disable or otherwise interfere with any technological measure that protects, prevents or restricts use or copying of any Site IP or otherwise enforces limitations on use of the Services or the Site IP therein.

4.5. You are granted a non-exclusive, non-transferable, limited license to access and use the Site, the Services, and the Site IP. You may not copy or resell the Services. You may not exploit access to the Services or any portion of the Services, including the HTML, cascading style sheet or any visual
4.6. You are strictly prohibited from modifying, reverse engineering, adapting or otherwise tampering with the Services. You may not modify another website so as to falsely imply that such other website it is associated with the Site, the Services, the Company or any other service provided by the Company.

5. SERVICES

5.1. By using the Services, You agree that:

5.1.1. You shall not use, intentionally or unintentionally, any of the Site Content, User Comments, or the Services, in a manner contrary to or in violation of any applicable international, national or local law;

5.1.2. You shall not use the Services in any manner that could disable, harm, infect, take over, overburden or otherwise impair any of the Company’s computer systems, including, the servers, networks and other components connected to or used for the Services;

5.1.3. You shall not interfere with any other party’s use and enjoyment of the Services or any of the content, information or services provided by way of the Services;

5.1.4. You shall not upload, post or otherwise transmit any User Comments that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as Intellectual Property, inside information, and proprietary and/or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

5.1.5. You shall not upload, post or otherwise transmit to the Services any material that contains software viruses 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;

5.1.6. You shall not attempt to gain unauthorized access to any services, accounts, computer systems or networks connected to any server used for the Services using any means;

5.1.7. You shall not seek to gain access to any materials or information from the Services through any means not intentionally made available to You by the Company;

5.1.8. You shall not export (in any way, including without limitation, by a screenshot), reproduce, duplicate, copy, download, sell, resell or otherwise exploit the Services, or any portion thereof, for commercial purposes without the Company’s prior written consent;

5.1.9. You shall not make any use of the trademarks, service marks, trade names, logos and/or graphics on the Services without the Company’s prior written consent;

5.1.10. You shall not use any network monitoring or discovery software to determine the Site architecture or extract information about usage, individual identities or Users;

5.1.11. You shall not collect any email addresses made available on the Services for purposes of promotions or marketing campaigns and You shall not solicit any users with data retrieved from the Services; and

5.1.12. You shall not distribute, on or through the Services, any advertising; promotion; solicitation for goods, services or funds; or solicitation for others to become members of
any enterprise or organization without the Company’s prior written permission.

5.2. By using the Services, You further agree that your User Comments shall not contain any material that is, in the Company’s sole and absolute discretion, inappropriate, dangerous, obscene, vulgar, unlawful, offensive, racist, discriminatory, harassing, or otherwise objectionable (hereinafter, “Prohibited Content”). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to the Company, may result in User suspension and/or a complete ban from posting User Comments.

5.3. You may not use the Services to upload, post, host, or transmit unsolicited bulk e-mail “Spam”, short message service “SMS” messages, viruses, self-replicating computer programs, “Worms” or any code of a destructive or malicious nature.

5.4. Except for the non-exclusive license granted pursuant to these Terms of Use, You acknowledge and agree that all ownership, licenses, Intellectual Property and other rights and interests in and to the Services and the Site IP, including without limitation, any and all content available on the Site, shall remain solely with the Company. You are not entitled or permitted to use the Services except through the medium of the internet-hosted version deployed by the Company.

5.5. The Company reserves the right, at any time, in its sole discretion, to take any action deemed necessary with respect to User Comments that violate these Terms of Use, including, without limitation, deletion of such User Comments.

5.6. The Company reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Services, with or without notice.

5.7. The Company reserves the right to temporarily suspend access to the Services for operational purposes, including maintenance, repairs or installation of upgrades at any time and from time to time without notice.

6. **ADVERTISEMENT AND THIRD PARTY INTERFACES AND LINKS**

6.1. We may present third party advertisements in the Services. We do not control such advertisements and cannot guarantee that they are reliable or accurate. Inclusion of advertisements does not mean that we endorse the goods or services that they offer, and we bear no liability for any decision by you to purchase or otherwise receive such goods or services. Moreover, we may cooperate with advertisers to offer You sponsored goods or services. The sponsored goods and services are offered by their respective providers, are under their exclusive responsibility, and we shall have no liability for such goods or services. If you encounter any problem with the sponsored goods or services, you agree to contact the third-party providers, not us.

6.2. The Services may include links to other websites not owned or controlled by the Company. The Company has no control over, assumes no liability for any loss, damage or harm arising from: (a) the privacy policies or other practices of such third parties; or (b) the content or availability of any such websites, and the Company does not endorse any materials available from such websites.

6.3. The Company encourages you to be aware when you leave the Services. You should read the terms and conditions and privacy policy of each third-party website before you provide them with your personal information or other content. You are responsible for complying with the terms of all such third-party websites.

7. **CONFIDENTIALITY**
7.1. “Confidential Information” means any information, technical data, or know-how considered proprietary or confidential to the Company, including Our research, services, inventions, processes, specifications, designs, drawings, diagrams, concepts, marketing, techniques, documentation, source code, personally identifiable information, pricing information, procedures, business and marketing plans or strategies, financial information, and business opportunities, including in writing, orally, or machine readable form.

7.2. You agree to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as has been expressly authorized in writing for the performance of your obligations under these Terms of Use.

8. **Termination**

8.1. The Company may suspend or terminate your use of the Services immediately without notice due to breach of these Terms of Use or the Privacy Notice or any applicable law.

8.2. The Company is authorized to delete all User Comments that you have posted to the Services in its sole discretion at any time and for any reason. The Company shall have no obligation to notify You or any other users of the deletion of any User Comments.

9. **Copyrights**

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

9.1.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;

9.1.2. A description of the copyrighted work you claim has been infringed;

9.1.3. A description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;

9.1.4. Your address, telephone number, and email address;

9.1.5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

9.1.6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

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

9.2.2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to help us locate content quickly;

9.2.3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

9.2.4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the Services may be found or accessed, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

9.3. Misrepresentations. Please note that under the DMCA (at 17 U.S.C. Section 512(f)) any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

9.4. Copyright Agent. Our agent for notice of claims of copyright infringement ("Copyright Agent") can be reached as follows: Lightricks Ltd., email: contact@lightricks.com.

10. WARRANTIES.

10.1. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, THE SERVICES AND YOUR USE THEREOF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE SITE, THE SITE, OR THE SERVICES, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY USER COMMENTS OR SITE CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER COMMENTS OR SITE CONTENT UPLOADED, POSTED, SUBMITTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

10.2. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR SERVICES FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

11. FAIR USE

11.1. The Copyright Laws of the United States recognize the “fair use” of copyrighted content. Section 107 of the U.S. Copyright Act states: “Notwithstanding the provisions of sections 106 and 106A,
the fair use of a copyrighted work, including such use by reproduction in copies or phonorecords or by any other means specified by that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright.”

11.2. THE SERVICES MAY CONTAIN CERTAIN COPYRIGHTED WORKS, INCLUDING THAT OF A FACTUAL OR INFORMATIONAL NATURE, THAT WERE NOT SPECIFICALLY AUTHORIZED TO BE USED BY THE COPYRIGHT HOLDER(S), BUT WHICH THE COMPANY BELIEVES IN GOOD FAITH ARE PROTECTED BY FEDERAL LAW AND THE FAIR USE DOCTRINE FOR ONE OR MORE OF THE REASONS NOTED ABOVE. The Company believes in good faith that the use of third-party materials on the Services and as part of the Services constitute a “fair use” of any copyrighted material. In accordance with Title 17 U.S.C. Section 107, the material on the Services is distributed without profit to Users who are interested in reviewing the Site Content for news reporting, commentary, criticism, research, and educational purposes. Through the Site’s distinctive perspective and approach, the Site adds value to the original noteworthy news and information, by converting such materials into new content reflecting the Site’s unique commentary, critiques, aesthetics, insights, and understandings. We do not desire, nor intend, for the transformative Site Content to be an effective substitute for the original works that We are reporting, critiquing, or commenting upon.

11.3. If You wish to use any copyrighted material from the Site (or the Services in general) for purposes of your own that go beyond fair use, You must obtain express permission from the applicable copyright owner. If You are the owner of any copyrighted material found on the Services and believe the use of any such material does not constitute fair use, please contact us so that We may address those concerns.

11.4. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE COMPANY, THE ADMINISTRATORS OF THE SERVICES, AND/OR THE COMPANY’S REPRESENTATIVES HEREBY DISCLAIM PERSONAL LIABILITY FOR ANY DAMAGES, ACTUAL OR CONSEQUENTIAL, FOR (i) ANY POSTS BY THIRD PARTIES WHICH MAY VIOLATE ANY LAW, OR (ii) ANY USE OF CONTENT UPLOADED ON THE SERVICES BY A USER WHICH MAY VIOLATE ANY LAW.

12. LIMITATION OF LIABILITY.

12.1. IN NO EVENT SHALL THE COMPANY, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN THE SERVICES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, (VI) ANY USE OF THIRD PARTY CONTENT FOR WHICH A COMPETENT COURT OF JURISDICTION DETERMINES THAT FAIR USE IS INAPPLICABLE TO ANY CONTENT HOSTED ON THE SERVICES, AND/OR (VII) ANY ERRORS OR OMISSIONS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12.2. YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
12.3. You further understand and acknowledge that You may be exposed to material that is inaccurate, offensive, indecent, or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against the Company with respect thereto.

12.4. You agree that you shall not hold the Company responsible or liable for any Site Content you access through the Services.

12.5. You acknowledge that the Site Content contains the opinions and views of the author(s) thereof and does not necessarily reflect the official policy or position of the Company. You further acknowledge that while the Site Content is intended to assist you and guide your journey as a creator, the Company makes no promise or guarantee about the any outcome of Your use of the Site Content and You assume all responsibility for any use thereof.

12.6. You agree to defend, indemnify and hold harmless the Company, its subsidiaries, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) Your use of and access to the Services; (ii) Your violation of any term of these Terms of Use; (iii) Your violation of any third party right, including without limitation any Intellectual Property or privacy right; or (iv) any claim that your User Comments caused damage to a third party. This defense and indemnification obligation will survive any termination or expiration of these Terms of Use and Your use of the Services.

12.7. The Company shall not be liable to You in any way arising from or related to the refusal to approve or the deletion of User Comments hosted on the Services.

12.8. The Services may contain links and references to other third party websites and/or materials (“External Sites”). You acknowledge and agree that the Company is not responsible for any External Sites and that your use of any External Sites may be subject to a third party’s terms and conditions and/or privacy policy. The Company may disable any links or references to External Sites at any time and for any reason, in its sole discretion. Any hyperlink or reference to External Sites in the Services is not an endorsement of such External Sites.

13. MISCELLANEOUS.

13.1. The validity, interpretation, construction, performance, and enforcement of these Terms of Use shall be governed by the internal laws of the State of New York, without regard to its conflict of law rules. All disputes arising under these Terms of Use shall be submitted to the exclusive jurisdiction of the state and federal courts based in New York County located in New York City. By accepting these Terms of Use, You hereby expressly consent to personal jurisdiction in the State of New York and to service of process to the email address that You used to sign up to the Site.

13.2. These Terms of Use and the Privacy Notice, together with any other legal notices published by the Company on the Site, shall constitute the entire agreement between You and the Company concerning the Services, including any access to the Site.

13.3. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Company’s failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

13.4. The paragraph headings contained herein are parodies and are for the purposes of entertainment and reference only, are not intended to define, limit, or interpret the contents of
any such paragraphs or the Terms of Use, and shall have no legal effect, impact, or import whatsoever.

13.5. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction.

13.6. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. YOU HEREBY WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST THE COMPANY AT ANY TIME.

13.7. Modifications of these Terms of Use. The Company reserves the right, from time to time and in its discretion, to make changes to these Terms of Use (each, "Terms of Use Modifications"). The modified Terms of Use will be posted online, within the Services. The effective date of the Terms of Use Modifications will be ten (10) days after posting the modified Terms of Use, unless a different date is specified. If You do not agree to the Terms of Use Modifications, Your sole remedy, and Our sole obligation and liability, is for You to terminate the use of the Services. Otherwise, Your continued access or use of the Services shall constitute Your acceptance of the modified Terms of Use.

13.8. Language; Electronic Contract. The language of these Terms of Use is the English language only. You hereby irrevocably waive any law applicable to You requiring that the Agreement be localized to meet your language (as well as any other localization requirements), or requiring an original (non-electronic) signature or delivery or retention of non-electronic records.

13.9. Assignment. The Company may assign these Terms of Use (or any of its rights and/or obligations hereunder) without Your consent, without notice, and without any other restriction. The Company may, from time to time and at its discretion, subcontract performance of its obligations under these Terms of Use. these Terms of Use is personal to You, and You may not assign or transfer these Terms of Use (or any of Your obligations or rights hereunder) without the Company’s express prior written and signed consent. Any prohibited assignment shall be null and void. Subject to the foregoing, these Terms of Use shall bind and benefit each party and its respective successors and assigns. At the Company’s discretion, any Company obligation hereunder may be performed, and any Company right or remedy may be exercised, by a subsidiary and/or affiliate of the Company.

13.10. Severability. If any provision of these Terms of Use is held by a court to be illegal, invalid or unenforceable, then: (a) the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) You and the Company agree that the court making such determination shall have the power to change the provision to make it legal, valid and enforceable and that most closely approximates the original intent and economic impact of such provision, and these Terms of Use shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction, and will be substituted with a valid, legal and enforceable provision that most closely approximates the original intent and economic impact of such provision.

13.11. Remedies. Except as may be expressly stated otherwise in these Terms of Use, no right or remedy of a party under this Agreement shall be exclusive of any other right or remedy under these Terms of Use, at law or in equity.

13.12. Waiver. No failure or delay on the part of any party in exercising any right or remedy under these Terms of Use shall operate as a waiver thereof, nor shall any single exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right
or remedy. Any waiver granted hereunder must be in writing (for waivers by You, emails will be acceptable; for waivers by the Company, the writing must be signed by an authorized representative of the Company), and shall be valid only in the specific instance in which given.

13.13. **Relationship of the Parties; Third Party Beneficiaries.** No agency, partnership, joint venture or employment relationship is intended or created by these Terms of Use, and the relationship of the parties is solely that of independent contractors. Except as provided otherwise in these Terms of Use, neither party intends that any third party will be a beneficiary of or entitled to rely on any part of these Terms of Use.

13.14. **Notices.** You agree that the Company may provide You with notices within the Services. Except as stated otherwise in these Terms of Use or required by applicable law, You agree to send all notices to the Company, to: contact@lightricks.com.

13.15. **U.S. Government Rights.** The Services are "commercial computer software" and any Services-related documentation is "commercial computer software documentation", pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If You are an agency, department, employee or other entity of the United States Government, then your access to and use of the Services shall be subject solely to the terms and conditions of these Terms of Use.

13.16. **Export Compliance.** You must comply with any applicable export control laws. You represent and warrant that: (a) you are not a resident of a country that the U.S. government has embargoed for use of the Services, nor are you named on the U.S. Treasury Department’s list of Specially Designated Nationals or any other applicable trade sanctioning regulations of any jurisdiction; and (b) your country of residence and/or incorporation (as applicable) is the same as the country specified in the contact and/or billing address provided to us.