

## Remotion, Inc. Terms of Use Agreement

Last Updated: October 3, 2020

PLEASE READ THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND REMOTION INC. (“**REMOTION,**” “**WE,**” OR “**US**”).

By accessing or using any Remotion website with an authorized link to this Agreement (“**Site**”) or downloading, installing or using any Remotion mobile application with an authorized link to this Agreement (“**App**”), accessing or using any content, information, services, features or resources available or enabled via the Site or Application (collectively with the Site and Application, the “**Services**”), clicking on a button or taking any other action to signify your acceptance of this Agreement, or completing our account registration process, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time through the Site and Application; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract with Remotion; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services and to bind that entity to this Agreement. References to “**you,**” “**User**” and “**Users**” in this Agreement refer to all individuals and other persons who access or use the Services, including, without limitation, any companies, organizations or other legal entities that register accounts or otherwise access or use the Services through their respective employees, agents or representatives. **Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.**

**PLEASE BE AWARE THAT SECTION 12 OF THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION PROVISION THAT REQUIRES MOST DISPUTES BETWEEN US TO BE RESOLVED ON AN INDIVIDUAL, NON-CLASS ACTION BASIS THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF IN COURT.**

**1. REGISTRATION.** In order to access certain features of the Site and Services, you may be required to become a Registered User. For the purposes of this Agreement, a “**Registered User**” is a User who has registered for any Account (as defined below). In some cases, you may only become a Registered User if you are invited by your employer or are otherwise considered an authorized user of a customer who has entered into an agreement with us. When registering an account for the Services (“**Account**”), you agree to provide only true, accurate, current and complete information requested by the registration form (the “**Registration Data**”) and to promptly update the Registration Data thereafter as necessary to keep it current. You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by minors and other unauthorized users and agree not to share your Account or password with anyone. You further agree to notify Remotion immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You

acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of Remotion.

## **2. USER CONTENT.**

**2.1 Responsible Party for Content.** You acknowledge that all content is the sole responsibility of the party from whom such content originated. This means that each User is entirely responsible for all content that that User makes available through the Services (“**User Content**”). Remotion has no obligation to pre-screen any content. You use all User Content and interact with other Users at your own risk. Without limiting the foregoing, Remotion reserves the right in its sole discretion to pre-screen, refuse, or remove any content. Remotion shall have the right to remove any content that violates this Agreement or is otherwise objectionable.

**2.2 Ownership of Your Content.** Remotion does not claim ownership of any User Content you make available on the Services (“**Your Content**”). However, when you as a User post or publish Your Content on or in the Services, you represent that you have all of the necessary rights to grant Remotion the license set forth in Section 2.3. Except with respect to Your Content, you agree that you have no right or title in or to any content that appears on or in the Services.

**2.3 License to Your Content.** Subject to any applicable Account settings, you grant Remotion a right to copy, use, and display Your Content (in whole or in part) and create derivative works from Your Content for purposes of operating and providing the Services. Note that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Services.

**2.4 Other Restrictions on User Conduct.** You agree not to use the Services for any purpose prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third-party to) (a) take any action or (b) make available any content on or through the Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Remotion's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (v) impersonates any person or entity, including any employee or representative of Remotion.

**3. FEEDBACK.** You agree that your submission of any ideas, suggestions, documents, and/or proposals to Remotion (“**Feedback**”) is at your own risk and that Remotion has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Remotion a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format,

create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

#### **4. OWNERSHIP OF AND LICENSE TO USE SERVICES.**

**4.1 Use of the Services.** Except with respect to User Content, Remotion and its suppliers own all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws throughout the world. Subject to this Agreement, Remotion grants you a limited license to use the Services solely for your personal non-commercial purposes. Any future release, update or other addition to the Services shall be subject to this Agreement. Remotion, its suppliers, and its service providers reserve all rights not granted in this Agreement.

**4.2 Trademarks.** Remotion's stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of Remotion and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

**5. RESTRICTIONS ON USE OF THE SERVICES.** The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Services or any portion of Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form); (c) you shall not use any metatags or other "hidden text" using Remotion's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services; (f) you shall not access Services in order to build similar or competitive products or services; (g) except as expressly stated herein, no part of Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Services; (i) you shall not circumvent, remove, alter, deactivate, degrade, or thwart any of the protections of the Services; (j) you will not take any action that imposes or may impose (in our sole determination) an unreasonable or disproportionately large load on our technical infrastructure; and (k) you will not interfere with or attempt to interrupt the proper operation of the Services through any virus, device, information collection or transmission mechanisms, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Services through hacking, password or data mining, or any other means. Any future release, update or other addition to Services shall be subject to this Agreement.

Remotion reserves all rights not granted in this Agreement. Any unauthorized use of Services terminates the licenses granted by Remotion pursuant to this Agreement. The foregoing sentence is not exclusive of any other rights or remedies that may be available to Remotion under law, equity, statute, or otherwise.

## **6. THIRD-PARTY SERVICES.**

**6.1 Third-Party Websites, Applications & Ads.** The Services may contain links to third-party services such as third party websites, applications, or ads ("**Third-Party Links**"). When you click on such a link, we will not warn you that you have left the Services. Remotion does not control and is not responsible for Third-Party Links. Remotion provides these Third-Party Links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. Your use of all Third-Party Links is at your own risk.

**7. INDEMNIFICATION.** You agree to indemnify and hold Remotion, its parents, subsidiaries, affiliates, officers, employees, contractors, agents, business partners, and licensors (collectively, the "**Remotion Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your misuse of the Services; (b) your violation of this Agreement; (c) your violation of any rights of another party, including any Users; or (d) your violation of any applicable laws, rules or regulations. Remotion reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Remotion in asserting any available defenses. You agree that the provisions in this Section will survive any termination of this Agreement or your access to Services.

## **8. DISCLAIMER OF WARRANTIES AND CONDITIONS.**

**8.1** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SERVICES IS AT YOUR SOLE RISK, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE REMOTION PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. REMOTION PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE INFORMATION, CONTENT, AND DATA ON THE SERVICES ARE ACCURATE; (3) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (4) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

**8.2** YOU ACKNOWLEDGE AND AGREE THAT THE REMOTION PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE REMOTION

PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

**8.3** CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **9. LIMITATION OF LIABILITY.**

**9.1 Disclaimer of Certain Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE REMOTION PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT REMOTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 Cap on Liability.** UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE AMOUNT THAT THE REMOTION PARTIES ARE LIABLE TO YOU EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO REMOTION BY YOU WITH RESPECT TO THE PRODUCTS PURCHASED BY YOU AND UNDER WHICH LIABILITY FIRST AROSE.

**9.3 User Content and Settings.** The Remotion Parties assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any content, User communications, or personalization settings.

**9.4 Basis of the Bargain.** The limitations of damages set forth above are fundamental elements of the basis of the bargain between Remotion and you.

**10. TERMINATION.** At its sole discretion, Remotion may modify or discontinue the Services, or may modify, suspend or terminate your access to the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Services, Remotion reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Services is terminated, this Agreement will remain enforceable against you and unpaid amounts you owe to Remotion for any purchases will remain due. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**11. INTERNATIONAL USERS.** The Services can be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that Remotion intends to announce or promote the availability of such services or content in your country. Services are controlled and offered by Remotion from its facilities in the United States of America. Remotion makes no representations that Services are appropriate or available

for use in other locations. Those who access or use Services from other countries do so at their own volition and are responsible for compliance with local law.

**12. DISPUTE RESOLUTION.** Claims relating to this Agreement or the Services will be resolved through final and binding arbitration, except as set forth below. JAMS will administer the arbitration under its Streamlined Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be held in San Francisco, California. Notwithstanding these arbitration provisions, either party may bring suit in the federal or state courts located in San Francisco, California solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights and both Remotion and you agree to personal jurisdiction there. All disputes will be resolved on an individual basis and you may not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions, and consolidations with other arbitrators are not allowed under this Agreement.

**13. GENERAL PROVISIONS.**

**13.1 Electronic Communications.** The communications between you and Remotion use electronic means, whether you visit Services or send Remotion e-mails, or whether Remotion posts notices on Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Remotion in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications related to these Agreement that Remotion provides to you electronically satisfy any legal requirement that such communications would satisfy if they were made in writing in a physical document. The foregoing does not affect your statutory rights.

**13.2 Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Remotion's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**13.3 Force Majeure.** Remotion shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**13.4 Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Remotion agree that all claims and disputes arising out of or relating to this Agreement or the Services will be litigated exclusively in the state courts located in San Mateo County, California or federal courts located in the Northern District of California.

**13.5 Governing Law.** THIS AGREEMENT AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE

APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.

**13.6 Notice.** Where Remotion requires that you provide an e-mail address, you are responsible for providing Remotion with your most current e-mail address. In the event that the last e-mail address you provided to Remotion is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Remotion's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Remotion at the following address: Remotion, Inc., 548 Market St., Ste. 88359 San Francisco, California 94104-5401 US. Such notice shall be deemed given when received by Remotion by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**13.7 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**13.8 Severability.** If any portion of these Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**13.9 Entire Agreement.** This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.