

# Terms Of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE KLIPME APPLICATION

## 1. Terms of Use

### Binding Agreement

These Terms of Use (as defined below) are a legally binding agreement between Klipme and you.

The term "**Klipme**", "**us**", "**we**" or "**our**", refers to **AIHunters Inc.**, with a place of business at 2300 WEST SAHARA AVENUE, RANCHO SERENO, SUITE 800, LAS VEGAS, NV 89102, which owns and operates the Klipme Application (as defined below). The term "**you**" refers to the User (as defined below).

You hereby state that you are a natural person over the age of 18, and that you are not acting for, or on behalf of, any other person, company or such other legal entity.

These Terms of Use govern your access to the Klipme Application, the functions contained therein, and the Services (all terms as defined below) performed or provided by the Klipme Application, including (but not limited to) any and all Content (as defined below) uploaded in the Klipme Application.

These Terms of Use are void where prohibited by law, and the right to use the Klipme Application is revoked in such jurisdictions.

### Accepting these Terms of Use

These Terms of Use are effective as of the date you access or otherwise use the Klipme Application, and such access or use of the Klipme Application indicates your acceptance of all of the terms and conditions of these Terms of Use.

You may not use the Klipme Application and may not accept these Terms of Use if (a) you are not of legal age to form a binding contract with Klipme, or (b) you are a person who is either barred or otherwise legally prohibited from receiving or using the Klipme Application under the laws of the country in which you are resident or from which you access or use the Klipme Application.



If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Klipme Application.

### Privacy Statement

Please refer to Klipme's Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy ("**Privacy Policy**"). The Privacy Policy forms an integral part of these Terms of Use. When you indicate your acceptance of these Terms of Use, you also agree to the Privacy Policy.

### License to Use

The license granted to you by Klipme for the Klipme Application, is limited to a personal, non-exclusive, revocable, non-transferable and non-sublicensable license to use the Klipme Application, receipt and use of the Services and use of the Deliverables, solely in the manner permitted by these Terms of Use.

### Upgrades

These Terms of Use will govern any upgrades provided by Klipme that replace and/or supplement the original Klipme Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

From time to time, an upgrade to the latest version of the Klipme Application may be required in order to make use of the Services or to take advantage of new features and functionalities of the Klipme Application.

### Definitions

For the purposes hereof:

**"Content"** means any and all materials uploaded to the Klipme Application by User and/or anyone on its behalf in our Site, including, but not limited to, video, audio, or any other form which contains information.

**"Deliverable"** means any and all deliverable being the output of the use of Services, or otherwise provided by us, including, but not limited to video, audio, or any other form which contains information.



"**Feedback**" shall have the meaning specified in Section 13 below.

"**Intellectual Property Rights**" shall have the meaning specified in Section 11.7 below.

"**Klipme Application**" means Klipme's proprietary online digital platform for content display and processing, as well as Services provided, thereby. The term "Klipme Application" includes also the Site (as defined below).

"**Plan**" shall have the meaning specified in Section 4.2 below.

"**Restricted Person**" means a person that is (i) listed on, or owned or controlled by a person listed on any Sanctions List; (ii) located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide Sanctions; or (iii) otherwise a target of Sanctions.

"**Sanctioning Authority**" means: (a)the U.S. government or any U.S. agency (including OFAC, the U.S. State Department, the U.S. Department of Commerce or the U.S. Department of the Treasury); (b)the United Nations Security Council; (c)the European Union (or any of its member states);

"**Sanctions**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by a Sanctioning Authority.

"**Sanctions List**" means any of the specifically designated nationals or designated persons or entities in relation to Sanctions issued by a Sanctioning Authority.

"**Stripe**" means Stripe, Inc. having the details which can be found in [www.stripe.com](http://www.stripe.com)

"**Services**" means all the services provided via the Klipme Application, including (but not limited to) the provision content repurposing, reach and engagement data analysis, content creation , and any other features and functionalities supported, or that may be supported, by the Klipme Application from time to time, and such other work product and/or Deliverable being the output of the use of the Klipme Application and such services, or as otherwise provided by us.

"**Site**" means Klipme's Internet site which can be accessed at <https://klipmeapp.com>

"**Submission**" shall have the meaning specified in Section 6.1 below.

"**Subscription**", "**Subscription Fees**", "**Additional Subscription Fees**" and "**Klipme Credits**" shall have the respective meanings specified in Section 4.2 below.

"**Subscription Period**" shall have the meaning specified in Section 4.5 below.

"**Summary Notice** " shall have the meaning specified in Section 4.4 below.

"**Termination Notice**" shall have the meanings specified in Section 4.6 below.

"**Terms of Use**" means these Terms of Use and Klipme' Privacy Statement.

"User" means any person that uses the Site and/or that is registered to the Klipme Application.

"User Account" shall have the meaning specified in Section 3.1 below.

## 2. Klipme Application

- The Klipme Application provides content repurposing and data-driven creation.
- Klipme provides all Services and Deliverables on an 'as is' basis, and neither Klipme or its licensors make any representation or warranty of any kind as to the quality of the Services and Deliverables or that the Services and Deliverables are complete, exhaustive, accurate, reliable or suitable.
- The provisions of this Section 2 above are in addition to, and do not derogate from the provisions of Sections 8 and 9 below.

## 3. Using the Klipme Application

### 3.1. Your Klipme User Account

Our Services require you to open a user account ("**User Account**").

In order to do that, you must sign-in with a valid email address.

Klipme shall not be liable for any failed deliveries or arrival of messages to your spam inbox with verification token.

Klipme reserves the right to deny creation of your User Account, or to terminate your User Account, based on our inability to verify the authenticity of your registration information.

You are entirely responsible for any and all activities that occur under your User Account. You agree to notify Klipme immediately of any unauthorized use of your User Account or any other breach of data security.

Klipme will not be liable for any loss that you may incur as a result of someone else using your User Account, either with or without your knowledge. You could be held liable for losses incurred by Klipme or another party due to someone else using your User Account.

You may not use anyone else's User Account.

### 3.2. Content

Klipme Application allows you to upload certain Content, and Klipme to access, create, modify and edit such Content. Notwithstanding anything to the contrary in these Terms, Klipme reserves the right without further notice to User, to modify, edit and/or remove any and all Content to comply with law or in other reasonable circumstances.

User hereby represents and warrants that it owns or has the necessary licenses, rights, consents and permissions to use and authorize Klipme to use the Content including, but not limited to, all intellectual property rights in and to the Content, and to enable inclusion in the Klipme Application and use thereof in the manner contemplated by these Terms of Use.

You will retain all of the ownership rights in your Content. You hereby grant Klipme a limited, worldwide, non-exclusive, royalty-free, non sub-licensable and non-transferable license to use, modify, edit, reproduce, distribute, display, and perform the Content only in connection with providing the Services and solely for the term of the Subscription.

You shall be solely responsible for any Content and/or Deliverables and/or other content and data created, modified, uploaded, or used by means of the Klipme Application. UNDER NO CIRCUMSTANCES WHATSOEVER WILL KLIPME BE LIABLE IN ANY WAY FOR ANY CONTENT INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS THEREIN, OR FOR ANY INFRINGEMENT OF THIRD PARTY RIGHTS, OR LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE CONTENT.

### 3.3. Communication

We may communicate with you in an electronic form via the email address you have submitted as part of the registration process, with regard to Klipme Application updates, or any other issues related to your User Account and/or use of the Klipme Application.

In addition, as an integral part of the Klipme Application, you will receive notifications by email from Klipme. In accepting these Terms of Use, you are agreeing to receive emails and notifications from Klipme.

If you do not wish to receive notifications from Klipme as above, you may turn off the option to receive notifications by using the 'unsubscribe' link in the email message.



It is not possible to block receipt of notifications from Klipme by email to the extent any such notifications are with regard to, or connected with, your use of the Klipme Application, and/or are required by law.

#### 3.4. Technical Support

You may send any query you may have regarding the technical operation of the Klipme Application to us by email to [support@klipmeapp.com](mailto:support@klipmeapp.com)

We shall use reasonable commercial efforts to respond to your query as soon as possible, either by email to the email address you have submitted as part of the registration process, or by posting a response under the FAQ in the Site.

## 4. Subscription

#### 4.1. Plans

1. Basic: A Basic Plan is available for a monthly fee in which you may use the Klipme Application under the limitations of such Plan
2. Custom: A Custom Plan is available for a monthly or annual fee in which a User may use the Klipme Application under the negotiated limitations. A Custom Plan is customized for specific User Accounts based on terms negotiated between the User and Klipme.

#### 4.2. Subscription Fees

In order to use the Klipme Application and taking advantage of all its features, you are required to purchase a monthly fixed-fee subscription ("**Subscription**") by paying the subscription fees ("**Subscription Fees**") and usage based additional subscription fees ("**Additional Subscription Fees**") of the Plan selected from one of the following available Plans (each, a "**Plan**");

#### **Plan And Subscription Fees**

\*Approximate and contingent price

Basic - 5000 internal credits included ( "**Klipme Credits**" )



Subscription fee is USD 49.98/Month

Additional Subscription Fees are calculated based on actual graduated usage of Klipme Credits for Klipme Services. Approximate consumption of Klipme Credits is about 20 Klipme Credits per minute of uploaded content processing.

### **Additional Subscription Fees calculation**

If you spend 0-5000 Klipme Credits per subscription period - no additional Subscription Fees are applied.

If you spend more than 5000 Klipme Credits per subscription period - additional Subscription Fees are applied.

Additional Subscription Fees are calculated as a total of:

- 0.01/Klipme Credit for each overdraft credit from 5001 to 13000 Klipme Credits used per subscription period.
- 0.009/Klipme Credit for each overdraft credit from 13001 to 23000 Klipme Credits used per subscription period.
- 0.008/Klipme Credit for each overdraft credit from 23001 Klipme Credits used per subscription period..

**\*Important Note:** The final Fee, stated in your local currency, of the applicable Subscription Fee will be determined and will appear when you make your payment while using Stripe as stated in Section 4.4 below. The charge will be made in the currency in which the credit card stored in the Stripe system is active. The currency conversion calculation is done according to Stripe's terms of use.

### 4.3. Terms of Payment

The Subscription Fees will be charged by us and paid by you on a monthly recurring basis, in advance, at the price of the selected Plan. Subscription automatically renews on a monthly basis unless you terminate your subscription in accordance with the following terms.

Additional Subscription Fees will be charged by us and paid by you every time when overdraft of Additional Subscription Fees will reach the USD 15 limit.

#### 4.4. Means of Payment

The Subscription Fees can be paid by using your Stripe account only. You will be solely liable for paying the Subscription Fees, as well as any applicable taxes, commissions and/or rates incurred by payment of the Subscription Fees.

After making the payment through your Stripe account, Stripe will send you a notification stating the transaction details ("**Summary Notice**"). The Summary Notice will be sent to your email address stored in the Stripe system.

You are responsible for paying the Subscription Fees even if payment by your Stripe account fails or is denied for any reason.

#### 4.5. Subscription Period

THE SUBSCRIPTION PERIOD WILL COMMENCE ON THE PLAN PURCHASE DATE, AND WILL CONTINUE INDEFINITELY UNTIL TERMINATED UNDER THESE TERMS OF USE ("**SUBSCRIPTION PERIOD**").

Upon termination of the Subscription Period, your access to the Klipme Application will end and no further charges will accrue.

#### 4.6. Terminating the Subscription

YOU MAY TERMINATE THE SUBSCRIPTION AT ANY TIME AND FOR ANY REASON (OR FOR NO REASON) BY SENDING US A TERMINATION NOTICE ("**TERMINATION NOTICE**") BY USING THE 'CANCEL PLAN' BUTTON APPEARING IMMEDIATELY AT THE SUBSCRIPTION SECTION OF THE PROFILE PAGE. THE 'CANCEL PLAN' BUTTON LINKS TO A PAGE ON THE STRIPE SYSTEM WHICH ENABLES THE TERMINATION OF THE SUBSCRIPTION.

Upon receipt of your Termination Notice, the following provisions will apply:

- Actual End Date: your Subscription and access to any features will end at the end of the subscription period during which we received your Termination Notice.



- Fee Refund: You will not receive a refund for the month in which your termination notice was sent to us; however your subscription access and/or delivery and accompanying subscriber benefits will continue for the remainder of the current monthly billing period.
- Additional Subscription Fees collection: We still will collect Additional Subscription Fees of Klipme Credits usage within not-ended subscription.
- Reactivation: to reactivate your Subscription, you can simply re-pay for your new subscription. However, you will be charged the whole amount of your chosen subscription fee and your monthly billing period will be renewed automatically.

#### 4.7. Measures in the Event of Non-Payment

Subject to applicable law, in the event of non-payment within fourteen (14) days of the due date for payment, your Subscription will be deemed delinquent and we may terminate or suspend your User Account for non-payment. You are liable for any fees, including attorney and collection fees, incurred by us in our efforts to collect any remaining balances from you.

Should you, by any means or way, revoke or cancel any of the payments due by you to us, then we shall be allowed to supply our third party clearing or payment service, any information about such transaction, including, but not only, your email address, your IP address and activity pursuant to such denied transaction. The above shall not derogate from other rights and/or remedies afforded to us under these Terms of Use and and/or any applicable law.

#### 4.8. Changes to the Subscription Fees

We reserve the right to change the Subscription Fees at any time and from time to time, by posting a thirty (30) days prior notice on the Site and/or by sending you an email to that effect. Any change in the Subscription Fees will not apply to the Subscription then in effect at the time of the change.

#### 4.9. Statutory Consumer Rights

The provisions of this Section 4 are subject to, and do not derogate from, any mandatory statutory rights that may be afforded to you by the applicable law in your jurisdiction.

## 5. Changes / Termination

- 5.1. Klipme has the right to change the Klipme Application (or any portions thereof) at any time and from time to time, in its sole discretion and without prior notice, including (but not limited to), by way of adding or removing features or functionalities, creating new limits to certain Services, or temporarily or permanently suspending or stopping a Service
- 5.2. In addition, Klipme may stop (permanently or temporarily) providing access to the Klipme Application (or any features or functionalities thereof) to you and/or to Users generally, at Klipme' sole discretion at any time and for any reason (or for no reason), and without liability to Klipme or notice.
- 5.3. If Klipme permanently stops providing you access to the Klipme Application (or any features or functionalities thereof), then these Terms of Use shall be terminated (except for provisions which by their nature are intended to survive termination as mentioned in Section 14 below).
- 5.4. Klipme also retains the right to create limits on use of the Klipme Application (or any features or functionalities thereof) to you and/or to Users generally, at Klipme's sole discretion at any time, and without liability to Klipme or notice.

## 6. Restrictions on the Use of the Klipme Application

- 6.1. You may not do, or attempt to do, any of the following while accessing or using the Klipme Application:
  - Use the Klipme Application otherwise than in compliance with these Terms of Use and all applicable local, state, federal, and national, laws, statutes, ordinances, rules and regulations;
  - Facilitate or encourage any violations of these Klipme Application;
  - Use the Klipme Application for any unlawful purposes or for promotion of illegal activities;

- Use the Klipme Application for any purpose other than such uses as permitted by these Terms of Use;
- Use the Klipme Application to disseminate, indicate, distribute or otherwise disclose any information which you do not have a right to make available under any law or under contractual or fiduciary relationships, such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, and/or which it would be unlawful for us to use or possess in connection with the operation of the Klipme Application;
- Copy, reproduce, decompile, reverse engineer, disassemble, attempt to derive the source code of, adapt, modify, create derivative works from, sell, rent, lease, loan, frame, link, or otherwise make available or exploit in any form or by any means all or any portion of the Klipme Application and/or any Content and/or Deliverables accessible thereby, for any purpose;
- Use an anonymizing proxy; use any robot, spider, scraper, bot, data mining or any other automatic device or process, or manual process, to bypass measures we take to restrict access to the Klipme Application, or monitor, copy, harvest or manipulate any Content and/or Deliverables accessible thereby;
- Circumvent, disable or otherwise interfere with any security-related features of the Klipme Application or such other features that prevent or restrict use or copying of Content, or enforce limitations on use of the Klipme Application or the Content and/or Deliverables accessible thereby;
- Remove or alter any patent numbers, copyright notices, trademark notices or other proprietary notices or identifying marks, symbols or legends included in the Klipme Application and/or the Deliverables;
- Use the Klipme Application to generate and/or distribute any content which is harmful, threatening, tortuous, abusive, causes harassment, defamatory, vulgar, obscene, libelous, hateful, is otherwise unlawful, false, inaccurate, misleading, malicious, or discriminatory or which harms minors in any way;
- Use the Klipme Application to generate and/or distribute any content which is not 'child proof';
- Use the Klipme Application to generate and/or distribute any content which is directed at minors under the age of 18;

- Use the Klipme Application to generate and/or distribute any content which contains, advertises or promotes reference (directly or by way of implication) to content that contains sexual content (including, but not limited to, nudity, graphic sex acts, or sexually explicit material), pornography, dating, or any other mature content of any kind. If Klipme becomes aware of content with child pornography, we shall report it to the appropriate authorities;
- Use the Klipme Application to generate and/or distribute any content which advertises, promotes or includes reference (directly or by way of implication) to violence of any kind (including, but not limited to, depictions of gratuitous violence); to alcohol, drugs or tobacco; to gambling of any kind; and/or to weapons of any kind;
- Use the Klipme Application to generate and/or distribute any content which misappropriates, infringes or violates any patent, trademark, trade secret, copyright or other proprietary rights of any third party or violates any laws, contributes to or encourages infringing or otherwise unlawful conduct;
- Use the Klipme Application for posting third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have a formal and legally valid license or permission from the rightful owner of the material or if you are otherwise legally entitled to post and/or send the material in question;
- Use the Klipme Application for sending other people's private and confidential information, such as (but not limited to) credit card information, street address or Social Security/National Identity numbers, without their express authorization and permission;
- Use the Klipme Application for interfering with, or disrupting (or attempting to do so), the access of any person, host or network, including, without limitation, by uploading and/or sending software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; overloading, flooding, spamming, mail-bombing the Klipme Application; or by scripting the creation of any content in such a manner as to interfere with or create an undue burden on the Klipme Application;

- Use the Klipme Application for the solicitation of business or for generating and/or sending any unauthorized commercial communications (such as pyramid schemes, chain mail, junk mail, spam or the like) or any contest, giveaway or sweepstakes, or any other type of promotion;
  - Do anything that could interfere with, disable, overburden, or impair the proper working of the Klipme Application; and/or
  - Collect or store personal data about other Users in connection with the prohibited conduct and activities set forth in this Section 6.1 above.
- 6.2. You are solely responsible and liable for, and Klipme has no responsibility to you or to any third party for, any breach of your obligations under these Terms of Use and for the consequences (including, without limitation, any loss or damage which Klipme may suffer) of any such breach.
- 6.3. Any use, or attempted use, of the Klipme Application contrary to these Terms of Use is a violation of our rights. If you breach these Terms of Use, you may be subject to prosecution and damages.

## **7. Warranty Disclaimers**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE KLIPME APPLICATION IS PROVIDED 'AS IS', 'AS AVAILABLE', 'WITH ALL FAULTS' AND WITHOUT WARRANTY OF ANY KIND, AND KLIPME HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE KLIPME APPLICATION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF COMPLETENESS, EXHAUSTIVENESS, ACCURACY, QUALITY, RELIABILITY, AVAILABILITY, TIMELINESS, USEFULNESS, SECURITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KLIPME DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE KLIPME APPLICATION, THAT THE KLIPME APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE KLIPME APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE KLIPME APPLICATION WILL BE CORRECTED, THAT THE KLIPME APPLICATION WILL BE FREE FROM CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION.



Any material accessed, downloaded or otherwise obtained through the use of the Klipme Application, is accessed at your own discretion and risk, and you will be solely responsible for and hereby irrevocably waive and release Klipme and its directors, officers, employees, partners, licensors and/or agents, from any claims and causes of action with respect to any damage to your Internet access and/or loss of data that results from the download of any such material.

Klipme provides all technical support on an 'as is' basis, and does not make any representation or warranty of any as to such support and/or the reliability, quality, accuracy, availability thereof, or its ability to meet your needs, provide certain outputs or achieve certain results.

Klipme makes no guarantee of confidentiality or privacy of any communication or information transmitted through the use of the Application..

You understand and agree that no data transmission over the Internet or information storage technology can be guaranteed to be completely secure, and Klipme expressly disclaims any warranties, express or implied, to that effect.

Nothing generated by Klipme Application, whether Deliverables or otherwise, whether oral or written, obtained by you from us through the Klipme Application or otherwise, shall create any warranty, representation or guarantee not expressly stated in these Terms of Use.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations (or any part thereof) may not apply to you.

## **8. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL Klipme, ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, LICENSORS AND/OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION



(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, (B) LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, (C) ANY OTHER LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, AND/OR (D) ANY THIRD PARTY CLAIMS AGAINST YOU; WHERE THE DAMAGES REFERRED TO IN (A), (B), (C) AND/OR (D) ABOVE RESULT IN ANY WAY FROM ANY MATTER RELATING TO AND/OR ARISING FROM THE KLIPME APPLICATION, INCLUDING, WITHOUT LIMITATION (I) YOUR ACCESS TO AND/OR USE, INABILITY TO ACCESS OR USE THE Klipme Application, AND/OR ANY EXTERNAL SITE; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR USER ACCOUNT, AND/OR YOUR RELIANCE ON THE Klipme Application; AND/OR ANY EXTERNAL SITE, (II) ANY ERRORS, OMISSIONS AND/OR OTHER INACCURACIES IN ANY CONTENT ACCESSIBLE BY THE KLIPME APPLICATION, AND/OR (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE KLIPME APPLICATION; REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), EVEN IF KLIPME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

IN ADDITION, ALL RESPONSIBILITY OR LIABILITY OF KLIPME, ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, LICENSORS AND/OR AGENTS FOR ANY DAMAGES CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS IS HEREBY DISCLAIMED.

IN NO EVENT SHALL THE TOTAL LIABILITY OF Klipme, ITS DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, LICENSORS AND/OR AGENTS, TO YOU AND/OR TO ANY THIRD PARTY, FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY OR DEATH) EXCEED THE TOTAL AGGREGATE AMOUNT PAID BY YOU TO KLIPME AS SUBSCRIPTION FEES (LESS AMOUNTS ALREADY PAID BY US TO YOU FOR ANY PREVIOUS LIABILITIES).

Any cause of action by you with respect to the Klipme Application, must be instituted within one (1) year after the cause of action arose.

Some jurisdictions do not allow the exclusion or limitation of liability for personal injury or death, or of incidental or consequential damages, so the limitations above may not apply to you.

## 9. Indemnity

You will indemnify and hold Klipme and its directors, officers, employees, partners, licensors and/or agents, harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any demand and/or claim brought against Klipme and/or its licensors by any Users and/or any other third party, due to or arising out of your use of the Klipme Application, any Submissions you post on the Forum, any Feedbacks you send us, your violation of these Terms of Use, and/or your violation of any rights of another party.

## 10. Ownership

- 10.1. You hereby acknowledge that the Klipme Application as a whole constitutes an original work of authorship of Klipme (and/or of its licensors), and that all present and future rights, ownership, title and interest in and to the Klipme Application, including, but not limited to, the Deliverables and the compilation, collection, selection, assembling, organization, coordination and arrangement thereof (whether or not such Deliverable is protected by copyright, or by any other intellectual property rights) within the Klipme Application, and the related instructions, databases and technology embedded therein or upon which the Klipme Application is based, and the related Intellectual Property Rights - are, as between you and Klipme, and shall remain at all times, the sole and exclusive property of Klipme.
- 10.2. The Klipme Application contains proprietary information, material and trade secrets that are owned by Klipme, and are protected by applicable intellectual property and other laws, including but not limited to copyright.
- 10.3. You may use the Klipme Application only in accordance with and subject to these Terms of Use.
- 10.4. You are not granted, and nothing contained in the Klipme Application and/or these Terms of Use should be construed as granting, by implication, estoppel or otherwise, ownership and/or any right and/or license in or to the Klipme Application or to any Deliverable, other than as specifically set forth in these Terms of Use.
- 10.5. Any third party trade or service marks present on the Deliverables are trade or service marks of their respective owners. Such Deliverables may not be



downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever except as specifically permitted in these Terms of Use.

- 10.6. THE USE OF THE Klipme Application, EXCEPT FOR USE OF THE Klipme Application AS PERMITTED IN THESE TERMS OF USE, IS STRICTLY PROHIBITED AND INFRINGES ON THE
- 10.7. INTELLECTUAL PROPERTY RIGHTS OF Klipme AND/OR OF OTHERS, AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES FOR COPYRIGHT INFRINGEMENT.
- 10.8. You agree that the 'Klipme', trademark, trade name, service marks, graphics, logos and other brand features used in connection with the Klipme Application, are trademarks and trade names, or registered trademarks and trade names, of Klipme (collectively, the "**Klipme Marks**"), and are protected by applicable law. Except for the Deliverables, nothing in these Terms of Use gives you a right to use or display the Klipme Marks in any manner.
- 10.9. Klipme reserves all rights not specifically granted to you under these Terms of Use.
- 10.10. For the purposes of these Terms of Use, "**Intellectual Property Rights**" means all intellectual, moral, industrial and/or proprietary property and rights now or hereafter recognized under any applicable law or in equity anywhere in the world, whether issued or pending, registered or unregistered, including, but not limited to (i) all forms of patents and utility models; (ii) inventions, discoveries, (whether patentable or not); (iii) rights associated with works of authorship, including but not limited to copyrights and maskworks; (iv) trademarks and service marks, trade names, domain name registration; (v) designs (whether or not capable of registration), design rights; (vi) database rights; (vii) trade secrets and know-how; (viii) all rights to confidential or proprietary information; and with respect to the intellectual property included in paragraphs (i) to and including (viii) above - any rights analogous to those mentioned herein; all derivative works thereof; and any current or future applications, renewals, extensions, restorations, provisionals, continuations, continuations-in-part, divisions, reexaminations and reissues thereof; the right to apply to any of the above; and all of the tangible embodiments thereof.

## 11. Termination

These Terms of Use shall be effective until terminated by you or by Klipme.

Without derogating from Klipme' right to terminate these Terms of Use as set out in Sections 4.6, and 5 above, Klipme, at its sole discretion, without notice to you, may terminate these Terms of Use, effective immediately, if you, in Klipme's sole discretion, fail to comply with any of the provisions of these Terms of Use, without prejudice to the right of Klipme to be indemnified for its damages and any other right and remedy.

In the event of expiration or termination of these Terms of Use for any reason, the provisions which by their nature would continue beyond expiration or termination, shall survive such expiration or termination for any reason and shall continue to apply.

Klipme shall not be liable to you or any third party for the expiration, termination or suspension of your access to the Klipme Application, or any claims related to such expiration, termination or suspension.

Upon expiration or termination of these Terms of Use, you will cease all use of the Klipme Application.

## 12. Restrictions on Linking or Framing the Site

You may not, without Klipme' express prior written permission, (i) display ('frame') content of the Site (or any portions thereof) within another Internet site, or (ii) archive, cache or mirror the Site (or any portions thereof).

## 13. Unsolicited Feedback Submission Policy

You agree that any ideas, remarks, comments, proposals, suggestions, recommendations, feedback, any other input and/or information that you may provide to Klipme (collectively, "**Feedback**"), is entirely voluntary, and that Klipme will be free to use



any such Feedbacks if and as Klipme will see fit, without any obligation or compensation to you or any other person sending the Feedback. Klipme will have exclusive ownership of all present and future existing rights to any of Feedbacks of every kind and nature everywhere, and you hereby irrevocably assign to Klipme all rights therein. Klipme will not be required to treat any Feedback as confidential. You acknowledge that you are responsible for whatever material you submit, and will have full responsibility for the Feedback, including its legality, reliability, appropriateness, originality, and copyright. You hereby irrevocably waive and release Klipme and its directors, officers, employees, partners, licensors and/or agents, from any claims and causes of action with respect to any Feedback and the use or non-use thereof by Klipme.

## **14. Unlawful Activity**

We reserve the right to investigate complaints or reported violations of these Terms of Use and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

## **15. Export Regulations**

You may not use or otherwise export or re-export the Klipme Application except as authorized by United States law and the laws of the jurisdiction in which the Klipme Application was accessed. In particular, but without limitation, the Klipme Application may not be exported or re-exported (a) into any countries subject to U.S. embargo and trade sanction programs, or (b) to anyone on, or acting on behalf of, the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Entity List.

By using the Klipme Application, you represent and warrant that (i) you are not located in any country that is subject to a U.S. Government embargo or trade sanction programs, or that has been designated by the U.S. Government as a "terrorist supporting" country;



that (ii) you are not listed on any U.S. Government list of prohibited or restricted parties and that (iii) you are not a Restricted Person. You also agree that you will not use the Klipme Application for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

## **16. Governing Law and Jurisdiction**

These Terms of Use shall be governed and construed in accordance with the laws of the United States, without reference to its conflicts of laws principles.

Both parties hereby irrevocably submit to the exclusive jurisdiction of the competent courts Delaware, USA, to resolve any dispute arising out of or pursuant to these Terms of Use, and you hereby consent to the exclusive jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

Notwithstanding the above, you agree that Klipme shall be allowed to take any legal action against you in any jurisdiction.

## **17. Address and Notices**

Klipme' address for the purposes of these Terms of Use is 1313 N. Market Street, Suite 5100, Wilmington, Delaware 19801.

Any questions, complaints, claims or other communication to Klipme concerning the Klipme Application should be directed to: [support@klipmeapp.com](mailto:support@klipmeapp.com)

Communications made to us by email will not constitute legal notice to Klipme or any of its directors, officers, employees, partners, licensors and/or agents.

We may send you notices with respect to the Klipme Application by email or postings on the Klipme Application, or by any other means reasonably designed to give you such notice.

All communications between Klipme and you will be in the English language only.

## **18. Changes to these Terms of Use**

- 18.1. We may change these Terms of Use at any time and from time to time without liability to Klipme or notice. Any such change will be effective immediately as of the date it is posted on this page.
- 18.2. Your continued use of the Klipme Application after the effective date of any changes to these Terms of Use, will be deemed to constitute your acceptance of any and all such changes.

## **19. Miscellaneous**

- 19.1. **Headings and Interpretation.** The headings of the Sections in these Terms of Use are for reference only and shall not be considered in the interpretation hereof. In these Terms of Use, unless the context otherwise requires or expressly stated otherwise: singular terms include the plural and vice versa; the use of any gender shall be applicable to both genders; the words "include" and "including" will not be construed as terms of limitation; the words "day", "month" and "year" mean respectively, calendar day, calendar month and calendar year. References to any legislation or regulations include references to any amendments or re-enactments thereof from time to time.
- 19.2. Any translation of these Terms of Use is provided solely for your convenience and is not intended to modify these Terms of Use. In the event of a conflict between the English version of these Terms of Use and a version in a language other than English, the English version shall prevail.
- 19.3. **Entire Agreement.** These Terms of Use, together with Klipme's Privacy Policy, contain the complete agreement between the parties and supersedes any prior understandings, agreements or representations by or among the parties, which relate to the subject matter of these Terms of Use.
- 19.4. **Severability.** In the event that any provision of these Terms of Use is held by a competent court to be invalid or unenforceable, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity

or unenforceability, and the remaining provisions of these Terms of Use remain in full force and effect.

- 19.5. Waiver. No waiver on the part of Klipme of any right under these Terms of Use shall be effective unless in writing and signed by Klipme duly authorized representative. No waiver on the part of Klipme of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under these Terms of Use.
- 19.6. No Partnership. Nothing contained in these Terms of Use shall be construed as creating a partnership, joint venture, agency or other similar relationship between Klipme and you, nor as granting you the right, power, or authority (express or implied) to bind or otherwise create any duty or obligation for Klipme.
- 19.7. Assignment. You may not assign or otherwise transfer any of its rights and/or obligations under these Terms of Use without prior written approval by Klipme, and any purported assignment or transfer without Klipme's consent shall be null and void. Klipme may assign and/or otherwise transfer some or all of its rights and/or obligations under these Terms of Use to any third party without consent or notice. Subject to the above, these Terms of Use shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 19.8. No Third Party Beneficiaries. These Terms of Use do not create any obligation of a party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.

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Last updated: October, 2023