

#Term of Service

Storycards is an online platform that provides easy, no code, tools for creating professional and custom engagement products.

The Services, as defined below, are provided to you as the User of the services by Storycards (Rabbi Interactive Ltd.) (hereinafter: "Storycards") the company registered under the Israeli law with registration number 515688620 with its main offices at Yigal Alon 120 Tel Aviv

If you have any questions, concerns, or complaints regarding this Term of service, we encourage you to contact us using the details below:

support@story-cards.com

Your use of and access to our services, websites (including any extensions) and/or applications (collectively hereinafter "**Platform**") are governed by these Terms of Service ("**Terms**" or "**Agreement**").

These terms set forth the general terms and conditions of your use of Our Platform and service and any of its related products and services (collectively hereinafter "**Services**"). This Agreement is legally binding between you ("**User**", "**you**" or "**your**") and Storycards as the platform operator ("**Operator**", "**we**", "**us**" or "**our**"). If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such an entity to this agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this agreement, you must not accept this agreement and may not access and use the platform and Services. By accessing and using the platform and Services, you acknowledge that you have read, understood, and agreed to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and the Operator.

1. Definitions

- 1.1. "Visitors" or "clients"** –shall mean any individual visiting, interacting and/ or engaging with or otherwise using the Used Products, as defined below, excluding You.
- 1.2. "Sub-user(s)"** An individual who has been invited by you to act under your Subscription, and may take actions under the permissions you have granted him. There may be several types of sub-users, such as administrators, and team members. Unless otherwise stated, wherever this Agreement refers to a User Account, it also applies to sub-users.

1.3. "Subscriber" a User of the Services that has made the initial registration and payment, as defined in section 3.1 below.

2. The Service

2.1. Storycards provide the user with an online platform for the creation and management of interactive media products at a professional and high-quality level, for various purposes such as business promotion, creating customer engagement, building your online presence, etc. ("**Users Products**"). As a user of our platform, We provide you with a variety of our pre-prepared engagement products, such as a quiz, survey, yes / no survey, lead forms and more, which will make it easier for you to build a quality and professional product.

2.2. Our Platform enables You to share, upload, transmit and/or publish any submitted information and/or material including, but not limited to, artworks, images, video and audio files, designs, texts, and ideas in any form (collectively "**User Content**").

2.3. We provide (in certain Subscription Plans) usage data Analytics that will allow You to manage and view User`s Products analytics and metrics (such as clicks, visitors engagements, etc.) ("**Analytics**"). Notwithstanding the foregoing, you acknowledge that any information included in the Analytics is subject to performance and traffic quality. Such information is not guaranteed to be accurate and is subject to adjustments and modifications resulting from, among other things, a final accounting, deductions, traffic performance or bad referrals, all as determined by Our sole and absolute discretion. In no event and for no reason shall Storycards be liable for any unavailability or inaccuracy, temporary or otherwise, of the Analytics.

2.4. The platform and services are provided to you "AS IS" without any liability on the part of Storycards.

2.5. We may edit, modify, disable access or remove any content from our Platform and Services, for any reason, at any time and without prior notice. We also reserve the right to remove or disable access to any User Content or material posted, uploaded, published or incorporated in or to the Platform by any User that are infringers of our policies. You agree that Storycards will not be liable to you or any third party for any modification, suspension or discontinuance of those Services.

If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees before enabling such specific changes.

2.6. It is at Our Sole discretion as to the means, Manner, and method for performing Our Services.

3. User Account

- 3.1. Our Platform is provided on a subscription basis in accordance with the respective price plan (the "**Price Plan(s)**") purchased at the subscription process (the "**Subscription**" or the "**Subscriber**").
- 3.2. In order to access and use Our Platform and Services, you must first register and create an account with the Platform (whether you are a subscriber or sub-user of a subscriber) ("**User account**").
- 3.3. You shall have the sole responsibility for all activities that occur under your Subscriber and/or User Account, including any warranties and undertaking made therein, whether performed by you and or any of your sub-users and for any damages resulting from such activities.

Therefore, we strongly encourage you to exercise caution and responsibility when granting permissions, to keep the log-in credentials of your User account confidential, and not allow anyone other than you to access your User account.
- 3.4. You must provide Storycards with accurate and complete information when registering your User Account and using Our Services.

4. General terms and conditions

- 4.1. Do not copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble Storycards Platform and/ or Services (or any part thereof), any Content or features offered by Storycards and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without Storycards's prior written and specific consent and/or as expressly permitted under this Term.
- 4.2. Do not submit, transmit, display or make any use with any User Content, in a context which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of Storycards or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit approval.

- 4.3. It is forbidden to take any action for purpose of hacking and/or unauthorized entry into the platform or any part of it and/or use any illegal action to collect data of Storycards and/or other Users and/ or third parties.
- 4.4. Do not phish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments, unless done in accordance with any applicable law, including, with the PCI DSS standard when applicable.
- 4.5. Do not upload, insert, collect or otherwise make available within the Storycards Platform and Services (or any part thereof), any malicious, unlawful, defamatory or obscene content.
- 4.6. Do not use any “robot”, “spider” or other automatic devices, program, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Storycards Services (or its data and/or Content), or in any way reproduce or circumvent the navigational structure or presentation of any of the Storycards Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through Our Services.
- 4.7. Do not act in a manner which might be perceived as damaging to Storycards` reputation and goodwill or which may bring Storycards into disrepute or harm;
- 4.8. You are obligated to be transparent about your identity towards us and towards visitors. It is forbidden to impersonate any person or entity or provide false information on the Storycards Platform, whether directly or indirectly, or otherwise perform any manipulation to disguise your identity or the origin of any message or transmittal you send to Storycards and/or any End Users;
- 4.9. Do not reverse look-up, trace, or seek to trace other users and/or visitors of Storycards Platform and Services, or otherwise interfere with or violate any other user’s right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Storycards Platform without their express and informed consent;
- 4.10. Do not disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the Storycards Platform, the account of another user(s), or any other systems or networks connected to the Storycards Services, by hacking, password mining, or other illegitimate or prohibited means;
- 4.11. Do not probe, scan, or test the vulnerability of the Storycards Platform or any network connected to the Storycards Services;

- 4.12. Do not make any use of the platform for illegal purposes, including using it to design, develop, distribute and/or otherwise transmit malicious software (fishing messages, worms etc.) or any other computer code, file, or program that may cause damage to others.
- 4.13. Do not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Storycards Platform or any of its systems or networks connected to them, or otherwise interfere with or disrupt the operation of any of the Our Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks. Explicitly, Its forbidden to use Our Platform for the creation and operation of websites or products whose main purpose (directly or indirectly) is video streaming.
- 4.14. Do not use any of the Our Services in connection with any form of unethical marketing or advertising, including spam, unsolicited mail, fraud, scam, etc.
- 4.15. Do not access to Storycards Platform and Services through any means or technology (e.g. scraping and crawling), other than our publicly supported interfaces.
- 4.16. Do not sell, license, or exploit for any commercial purposes any use of or access to Storycards Platform and Services, except as expressly permitted by these Terms.
- 4.17. Do not edit, remove, obscure or alter any credits, watermarks, trade names, trademarks, logos, service marks or any copyright notices, restrictions and signs indicating proprietary rights set on the Platform (including any products and content available therefrom) or remove or obscure the attribute/hyperlink to Storycards.com and the Website (“Powered by Storycards” or any other similar wording)
- 4.18. Do not violate, attempt to violate, or otherwise fail to comply with any of these Terms or any laws or requirements applicable to Your use of the Storycards Platform and Services.
- 4.19. Do not access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service. You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Services provided to you – with or without further notice to you, and without any refund of amounts paid on account of any such Services.

- 4.20. Storycards will not be liable for any direct and/or indirect damage caused to the User and/or third parties. Any use of the platform is the sole responsibility of the User.
- 4.21. Storycards is not responsible for the content residing on the Platform. In no event shall Storycards be held liable for any loss of any Content. It is the User's sole responsibility to maintain appropriate backup of the Content.
- 4.22. Without limiting any of those representations or warranties, Storycards have the right, though not the obligation, to, in its sole discretion, block any User Account, in our reasonable opinion, if violates any of our policies or is in any way harmful or objectionable, without prior notice.
- 4.23. All dates and times displayed on the platform of Storycards are according to UTC time zone unless explicitly stated otherwise.

4.24. כרגע נראה שזה זמן ישראל ^^

5. **Payment conditions**

- 5.1. The use of Storycards Platform and Services is subject to payment of particular fees, as determined by Our sole discretion ("**Fee(s)**"). All Our Fees and price plans are specified on the Pricing page here <https://story-cards.com/pricing>. If you wish to receive or use Our Services, you are required to pay all applicable Fees in advance (unless you are a sub-user).
- 5.2. Storycards may change its Fees and price plans of the services with its sole discretion, as well as make promotions and/or discounts for its customers and / or a certain type of customer, and impose different restrictions as for the use of Our services in each price plan.
- 5.3. You undertake and authorize Storycards to request, charge and collect any payment and Fees in accordance with the prices published on the Storycards website on the day of purchase of the service. If you received a discount or other promotional offer, We shall have the right to automatically and without notice renew your subscription to such Service at the full applicable Fee.
- 5.4. All Fees shall be deemed to be in U.S. Dollars, except if specifically stated otherwise. To the extent permitted by law (and unless specified otherwise in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods and services tax, etc.), or duties imposed by taxing authorities ("**Taxes**"), and you shall be

responsible for payment of all applicable Taxes relating to Your use of Our Services, or to any payments or purchases made by You.

5.5. You must keep a credit card stored within Our platform to pay for Fees ("**Stored Card**"). You will be able to identify your Stored Card by its last four digits as in your User Account Settings Page.

5.6. All payments for the Services will be made on the Storycards website. The user declares that he is aware that all the payments are made through a third party and that Storycards is not responsible for the payment system.

5.7. **Invoices.** We will issue an invoice that will be available to you via Your User Account and/or by e-mail, for any payment of Fees or refund made to or by Storycards ("**Invoice**"). Each Invoice will be issued in electronic form and based on the country stated in your billing address. To issue the Invoice, you may be required to furnish certain Personal Information (as such term is defined in the Privacy Policy) to comply with local laws. Please note that the Invoice presented in your User Account may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.

5.8. **Auto-renewals Services**

5.8.1. To ensure that You will not experience any interruption or loss of services, the Subscription includes an automatic renewal option by default, according to which, unless the Subscriber disables the auto-renewal option or cancels its subscription before its expiration, such Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods) and, unless otherwise notified to you, at the same price (subject to applicable Taxes changes and excluding any discount or other promotional offer provided for the first period) ("**Renewing Services**"). Accordingly, where applicable, We will attempt to automatically charge you the applicable Fees using the Stored Card, within up to two (2) weeks before such renewal period commences. In the event of failure to collect the Fees owed by you, we may in our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel your User Account, without further notice. Except as expressly set forth in these Terms, in case The Subscriber cancels its Subscription, during a Subscription Term, the Subscription will not renew for an additional period, but Customer will not be refunded or credited for any unused period within the Subscription Term

5.8.2. By entering into this Agreement and by purchasing a Renewing Service, you acknowledge and agree that the Renewing Service shall automatically renew under the above terms.

5.8.3. You may turn off the auto-renewal option for Renewing Services at any time via your User Account.

5.9. cancelation

5.9.1. You may cancel your Subscription. Such cancelation will take effect only upon the expiration of the subscription period for which you have already made payment. Please note that as the cancellation process may take a few days, to avoid the next automatic renewal and respective charge the cancellation request should be made at least fourteen (14) days prior to the expiration of the subscription period.

5.9.2. If you are not satisfied with Our Services and which is your initial purchase of such service, you may provide notice of cancellation for any reason within fourteen (14) days of having first ordered or activated such Services (the “**Refund**” and “**Refund Period**”). The Refund does not apply to any additional purchases, upgrades, modification or renewals of Services. If you reside in a jurisdiction that requires a longer Refund Period, we will of course be happy to accommodate such requirements in accordance with all applicable laws. If We receive such notice within such Refund Period, We will refund you the amount charged by Us for such Services, and cancel them accordingly. Please note that the Refund amount may be different from the amount you were charged due to currency changes and third party fees. Storycards will not be responsible for any differences caused by a change of currency exchange rates or fees you were charged by third parties. After the Refund Period, the Fees paid by you are non-refundable and non-cancellable. In addition, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for services actually received and enjoyed, we reserve our right to still charge the User who provided such notice for any Services actually received, as permitted by law.

5.10. Subscriptions are subject to certain usage limitations or limits (including, for example, the number of page views of your product) (“**Usage Limit(s)**”). The Usage Limits shall be as communicated to you by us. Our analytics and data about your usage limits will be deemed true and correct, and non-appealable, and you agree to

accept them as such at any time. You hereby acknowledge that by exceeding Usage Limits we may cancel and/or suspend your Subscription and Our Services.

5.11. If at any time, we record a decline, chargeback, or other rejection of a charge of any Fees for User account (“**Chargeback**”), this will be considered as a breach of your payment obligations hereunder, and your use of the Our Services may be automatically disabled or terminated.

5.12. In the event a Chargeback is performed, your Subscription may be blocked without the option to re-purchase or re-use it, and any data contained in the Subscriber account, applications and Third Party Services may be subject to cancellation and Capacity Loss (as defined in Section 12.2 below).

Your use of Our Platform and Services will not resume until you re-pay any applicable Fees in full, including any fees and expenses incurred by Storycards and/or any Third Party Services for each Chargeback received (including Fees for Our Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to Us, we encourage you to first contact Us before filing a Chargeback or reversal of payment.

5.13. We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User responsible for such Chargeback did authorize the transaction and make use of the services rendered thereafter.

6. User's obligations and declarations

By using Storycards Platform and Services, the User hereby declares and undertakes as follows:

6.1. The User acknowledges that he has read this Terms agreement and agrees to all its terms and conditions. By accessing and using the platform and the services you agree to be bound by this agreement. If the user does not agree to abide by the terms of this Agreement, the user is not authorized to access or use the platform and the services.

6.2. Storycards respect your privacy therefore we have developed our Privacy Policy which outlines our practices concerning the collection, use, and disclosure of information relating to your activities on the Platform. By using our Platform, you acknowledge that you have reviewed our Privacy Policy and agree to be bound by its terms and conditions.

- 6.3. The User will fully comply with all applicable laws and any other contractual terms which govern The User, User`s Clients, visitors, and other third parties involved with them.
- 6.4. The user must be at least 18 years of age to use the Platform and Services. By using the Platform and Services and by agreeing to these Terms you warrant and represent that you are at least 18 years of age.
- 6.5. The User is not a resident of a country that the U.S government has embargoed for use of the Storycards Services' nor are you named on the U.S. Treasury Department`s list of specially designated or any other applicable trade sanctioning regulations.
- 6.6. The User's country of residence and/or incorporation is the same as provided by You to Us within the registration process and you undertake to keep your contact details up to date at all times.
- 6.7. Storycards reserves the right to make updates to the Platform and Services from time to time and for this purpose service malfunctions may occur. The User declares that he is aware that the responsibility for the use of the service is his sole responsibility and he waives any claim for expenses and / or damage that will be caused to him due to the use of the platform.
- 6.8. The User undertakes to save and backup any of his User Content and information that is possessed and/or processed in any way by him, regularly and independently. The User wave all claims regarding Storycards duty and or responsibility for such backups of User content or any information.
- 6.9. The user agree and undertake to be solely responsible for all activities in his account and / or in connection with the Platform and / or with User content.
- 6.10. The User agrees to indemnify and hold the Storycards and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to the User Content, the User use of the Platform and Services or any willful misconduct on the User part.
- 6.11. The user shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted information or material or other User Content.
- 6.12. Regarding the User`s Content, The User declares and undertake as follows:**

- 6.12.1. You are the owner of all rights and/or have the full power, title, license, consent, and authority in and to the User content, as necessary to legally access to, copy, use, publish, transfer or license such User Content, by the User and Us and/or any of our affiliates.
- 6.12.2. You have the full power, title, license, consent, and authority to allow Storycards to access any User Content in the Platform for the purpose of importing, copying, displaying, publishing, or otherwise using User content.
- 6.12.3. The User undertakes to keep the User Content true, accurate, current, and not infringing upon any third-party rights, and that your use of the User Content is not (and will never be) against the law in your country or any of your visitor`s or client`s country, or unlawful in any other means.
- 6.12.4. You have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.

6.13. User`s explicit consent

- 6.13.1. The User gives his consent to receive from time to time updates, news, and offers from Storycards regarding his User account, and informing the User about our new services or new features, including notification, messages or other relevant information for the User. We do not sell or rent User`s personal information to third parties for their marketing purposes, but with Your explicit consent, we may disclose Your personal information (i) to third parties for their marketing and advertising purposes; (iii) to send You promotions, notifications, or other services. However, the Users have the right to opt-in and opt-out of receiving marketing communications about the Company/Website.
- 6.13.2. **Opting-out.** The user can opt-out from receiving marketing messages at any time free of charge by clicking on the “unsubscribe” link contained in any of the messages sent to the user or by contacting us directly.

Informational notices. From time to time, we may send the users informational notices, such as service-related, technical or administrative emails, information about Storycards and the Account, user`s privacy and security, and other important matters. We will send such notices on an “if-needed” basis and they do not fall within the scope of direct marketing communication that requires user`s prior consent.

6.14. The User allow Storycards to use in perpetuity, worldwide and free of charge, any version of your User Platform (or any part thereof) for any of Storycards's marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against Storycards or anyone on its behalf relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide that you may have in or to your User Platform with respect to such limited permitted uses;

7. Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Israel without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Israel. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Tel Aviv, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Terms agreement.

8. Links to other resources

Although the Platform and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. The user should carefully review the legal statements and other conditions of use of any resource which the user access through a link on the Website. Your linking to any other off-site resources is at your own risk.

9. Changes and amendments

9.1. Storycards reserve the right to modify this Agreement or its terms related to the Platform and Services at any time at our discretion. When we do, we will revise the

updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion.

- 9.2. An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Platform and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

10. Violation of this Terms

- 10.1. Storycards reserves the right to suspend and/or cancel the User Account, and to investigate, provide to third parties, (temporarily) block and/or permanently delete from its servers any User Content and/or User account information or to block anyone from accessing any part of the Services, without prior notice or liability, when Storycards ascertains, at its sole discretion, or after receiving substantiated and valid complaints, that the user breaches these Terms or act in violation of any applicable law or regulation, without prior notice.
- 10.2. Among others, failure to pay any fees will be deemed a violation of these Terms.

11. Intellectual property rights

- 11.1. As between Storycards and you, you shall own all intellectual property of your User Content and to any other materials created by you, including any designs, artworks, text, etc. We do not claim ownership rights on your content. For the sole purpose of granting you the service, You know and agree that we will need to access, upload and/or copy your User Content to our platform, including cloud services and CDN's, to make display adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform our services, as we deem fit.
- 11.2. All rights, title and interest and/or similar rights in and to the Storycards Platform and Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code, applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the "look and feel" of the Storycards Platform and Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos,

domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, **"Intellectual Property"**), and any derivations thereof, are owned by and/or licensed to Storycards. You are not allowed to use, remove, modify, copy, mirror, distribute, decompile, or reverse engineer any of it in any way.

11.3. Subject to Your full compliance with these Terms and timely payment of all applicable Fees, We hereby grants You, upon creating your User Account and for as long as We wish to provide You with Our Services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to use the Storycards Platform and Services, for the purpose of generating and displaying your User Products and User content to your visitors and clients, and subject to any usage limits of your price plan.

11.4. **Lead Generation.** User may utilize the available formats on Our Platform to create a form to enable visitors to volunteer contact information. It is hereby clarified that You are solely responsible to ensure that it has obtained appropriate lawful grounds and satisfied applicable notice requirements, in accordance with applicable data protection laws and the DPA, with regards to any data directly submitted or volunteered by the visitors. You shall be held solely reliable for any modifications, alterations, omissions or changes made with respect to any default notice or disclaimer made available by us in connection with any of the embedded functionalities/features of the Platform, including the creation of a lead-generation form.

11.5. **Pixel Management:** The User may provide Our Platform with a pixel that will be included in User Products for re-targeting of visitors. You shall not use or enable the pixel to be used in such a way as to: (i) collect or link to any personal data (as this term is defined under applicable laws); (ii) compromise, impair or degrade the performance or security of the Platform and/or any third party's device, software, websites and networks. You shall treat any information that you collected and which is related to the above campaign in accordance with applicable laws and regulations, including any data protection laws.

11.6. Nothing in this Terms does not convey any right in or to Our Intellectual Property (or any part thereof), except only for the limited license expressly granted above. Nothing in this Terms constitutes an assignment or waiver of Our Intellectual Property rights under any law.

11.7. If you provide us with any suggestions, comments or other feedback relating to Our Services (whether existing, suggested or contemplated), which is or may be subject to any Intellectual Property rights (“Feedback”), such Feedback shall be exclusively owned by Us. By providing such Feedback, you acknowledge and agree that it may be used in order to: (i) further develop, customize and improve Our Services, (ii) provide ongoing assistance and technical support, (iii) contact you with general or personalized Services-related notices and/or interview requests based on your feedback or otherwise, (iv) facilitate, sponsor and offer certain promotions, and monitor performance, (v) to create aggregated statistical data and other aggregated and/or inferred information, which We may use to provide and improve Our services, (vi) to enhance Our data security and fraud prevention capabilities, and (vii) to comply with any applicable laws and regulations. In addition, you (1) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (2) irrevocably assign to Storycards any right, title and interest you may have in such Feedback and (3) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists’ rights, or any other similar rights worldwide in or to such Feedback.

12. Limitation of liability

12.1. To the fullest extent permitted by applicable law, in no event will the Storycards, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Storycards and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to amounts actually paid in cash by you to the Operator for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

- 12.2. **Loss of Data, Content and Capacity.** If your User Account or any of Our Services or Third Party Services relating to your User Account are cancelled (whether at your request or at Our discretion), it may cause or result in the loss of certain content, features, or capacity of your User Account, including any User Content, Visitor`s data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services ("**Capacity Loss**"). Storycards shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or Visitor`s data. Please also note that additional Fees may apply to the re-activation of a User Account and/or any of Our Services following their cancellation, as determined by Our sole discretion.
- 12.3. The Services may provide integration with third-party services. You acknowledge that: (i) Storycards is not responsible for any acts or omissions of such third-party services; (ii) that Storycards is not an agent of such third-party services; and (iii) your use of those services is subject to any applicable terms and conditions between you and the providers of such services.
- 12.4. The platform and services are provided through the Internet which by its nature depends on various factors such as infrastructure providers, servers etc., which may not function or be harmed by other factors. The User declares that he is aware that Storycards and any of its affiliates do not bear any responsibility for any malfunctions, and any use made of the platform and services is your sole responsibility.

13. Warranty Disclaimer

- 13.1. The Platform and all included content are provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind. We specifically disclaim any and all warranties, express or implied, and conditions of merchantability, title, fitness for a particular purpose, and non-infringement. We do not guarantee that the Platform and all included content will always be complete, accurate, safe, secure, bug-free, or error-free, or that the Platform and all included content will always function without disruptions, delays or imperfections. We may change, suspend, or discontinue the Platform (or any part thereof) at any time, including the availability of any feature or database, without notice or liability.

13.2. We do not control or direct Users' actions on our Platform and are not responsible for the User Content or information published on or through our Platform.

13.3. Although we reserve the right to do so, we do not regularly monitor, pre-screen or approve User Content. We accept no responsibility with regards to any User Content. Note that any content items on the Platform that include polls, voting, etc. are not intended to be of a scientific sample or research, and should not be relied upon as such.

13.4. To the fullest extent permitted by law, we disclaim any responsibility or liability for the accuracy, reliability, availability, completeness, operability of the Platform or to any content included in the Platform.

14. Assignment

It is hereby clarified that We may assign Our rights and/or obligations hereunder and/or transfer ownership rights and title in the Our Services and/or Platform to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of Storycards. Any attempted or actual assignment thereof without Our prior explicit and written consent will be null and void.

15. Severability

All rights and restrictions contained in these Terms may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

