

# Efectum Terms of Use and End User License Agreement

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The following Efectum Terms of Use and End User License Agreement (hereinafter - "**Agreement**") is an agreement between you and Craigpark Limited (hereinafter – "**Craigpark**"), and shall govern your use of Efectum Service and tools including the editing video content client software for mobile or other platforms as may be made available by Craigpark, the Efectum web site, products, the tools and any other application, service, software, component, functionality, program provided by Craigpark (collectively, the "**Efectum Service**").

Your use of Efectum Service is governed by this Agreement, as well as Privacy Policy placed on the Internet at <https://firebasestorage.googleapis.com/v0/b/efectum-ec178.appspot.com/o/PrivacyPolicy.pdf?alt=media&token=4b6f9476-f2bd-47e6-90e4-00ebdd4616e3> (hereinafter the "**Privacy Policy**"). By using the Efectum Service, you expressly agree with this Agreement and Privacy Policy.

Any reference made in this Agreement to Craigpark shall be deemed to have been made to Craigpark, its subsidiaries, successors, assignees, and affiliates, as well as any company that controls Craigpark, directly or indirectly, and any other subsidiary of that controlling company.

## Limited License

Craigpark hereby provides you with a non-exclusive, non-transferable, limited license to use the Efectum client software (including, any mobile applications) provided to you by Craigpark (the "**Software**") and applicable Efectum Services on an "AS IS" basis subject to the terms and conditions of this Agreement and Privacy Policy. You are allowed to use the Efectum Services for personal non-commercial use only.

## Efectum Services

When using the Software on certain mobile devices Craigpark may need to access and collect certain details and data from your mobile device including details from video albums (gallery) on your device.

Efectum Service (mobile application) allows you to edit video from your video albums (gallery) or to record video directly through the Efectum Service. You can create video clips and content using the Efectum Service and share it on social networks, for example, Facebook, Instagram, YouTube, Twitter, Telegram, etc.

To use the Efectum Service, you select a video and can apply various effects, for example, slowing down a video or accelerating a video (slow motion and fast motion), controlling the frame rate of a video, adding music, cropping a video, etc.

Please note that Efectum Service may offer you functionality in which your data are stored on your mobile device. If someone else obtains access to your mobile device (e.g., through theft), the automatic log-in feature will enable such person to have access to your data into Efectum Service. Therefore, in the event

your mobile device is lost or stolen, it is your responsibility to contact your wireless carrier immediately to prevent the unauthorized use of your mobile device. In no case Craigpark will be liable for the your losses caused by any unauthorized use of your data in Efectum Services.

## Updates

The Efectum Services or any part thereof including, without limitation, any version of the Software installed on your mobile device may be changed, updated, added to, limited or terminated, at any time, temporarily or permanently, without notice, for any reason or no reason by Craigpark in its sole discretion ("**Updates**"). You agree to bear the risks of and hold Craigpark harmless for any and all effects that the Updates may have on you and your ability to use the Software and the Efectum Services, in whole or in part.

## Restrictions on Use

You may use the Efectum Services' features, offerings and content for lawful purposes only. You may not (1) enter user content of another person without his prior agree, (2) violate the intellectual property rights of any person, or (3) enter offensive details.

You agree not to (1) extract information from the Efectum Services, reverse engineer, decompile, disassemble, alter, duplicate, make copies, create derivative works from, distribute or provide others with the Software, the Efectum Service protocol or any information available on, derived or extracted from the Efectum Services, or any part thereof; (2) block, disable or otherwise affect any advertising, or other features that constitute an integral part of the Software and Efectum Services; and (3) connect, use, attempt to connect or use in any way the Efectum Services, for any commercial purpose. In addition you may not create any software or incorporate into any software any portion of the Efectum Services or enable communication between the Efectum Services and any other service except as specifically permitted by Craigpark.

## Materials You Post

While you retain ownership of all right, title, and interest in any information, documents, content, images, photographs or other materials ("**Materials**") posted, upload or submit through use of the Efectum Services, by sending, posting, uploading or submitting such Materials you hereby grant Craigpark, its affiliates, subsidiaries, assignees, licensees, and legal representatives an irrevocable, perpetual, worldwide license to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote the Materials (as such may be edited and modified by Craigpark in its discretion) through the Efectum Services and such other products or services as Craigpark may designate in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes.

You agree that you will not upload, post, submit or send any Materials through the Efectum Services or to Craigpark that: (1) is offensive, harmful, vulgar, sexually explicit, or unlawful; (2) you don't have a right to transmit under any law, including but not limited to Materials that infringes patent, trademark, trade secret, copyright or other proprietary right or violates any right of privacy or publicity; (3) contains software viruses or any other computer code that may be harmful to Craigpark or to Internet users in general; (4) is unsolicited advertising, promotional materials, or any other forms of solicitation; (5) impersonates in any way any person, entity or Craigpark officials; (6) collects or stores personal content about other users in any way or form; or (7) is confidential, secret or proprietary information belonging to someone else.

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## Proprietary Rights

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You may not modify, publish, transmit, display, participate in the transfer or sale of, create derivative works or in any way exploit the content of the Efectum Services or any portion of it. Except as otherwise expressly permitted under copyright law, you may not copy, redistribute, publish, display or commercially exploit any material from the Efectum Services without the express permission of Craigpark. No portion of the content on the Efectum Services may be stored in a computer except for personal and non-commercial use.

No license is granted to you in this Agreement, either expressly or implicitly, to use any trademarks, servicemarks, names, or logos of Craigpark.

## Privacy Policy

In order for you to feel comfortable in communicating using the Efectum Services, Craigpark has adopted a privacy policy that governs how Craigpark processes and treats the information received from you. By your use of any of the Efectum Services, you authorize the collection, use, and disclosure of information by Craigpark as provided for under Craigpark then-current Privacy Policy and this Agreement.

## Monitoring

Unless produced by Craigpark, the information you access or receive by using the Efectum Service, is provided by the users, is entered or posted by them, and is not controlled, verified or endorsed by Craigpark in any way. Craigpark has the right, but not the obligation, to monitor content made available on or through the Efectum Service, to determine compliance with this Agreement and any other operating rules that may be established by Craigpark from time to time. Users shall remain solely responsible for the content of their video and other Materials. You acknowledge and agree that Craigpark shall not assume or have any liability for any action or inaction by Craigpark with respect to any conduct within the Efectum Service.

## Other Services

The Efectum Services may contain features, functionalities and/or third party offerings that may link you or provide you with certain reference, functionality or products of third parties ("Other Services"). These Other Services are provided by Craigpark only as a convenience. The Other Services are not controlled by Craigpark in any way and Craigpark is not responsible for the content of any such Other Services, any link contained therein or for the performance, availability, or quality, of any Other Service. If you choose to install and/or use any such Other Services then your use is subject to such Other Services license agreement, terms of use and privacy policy. Craigpark does not warrant or guarantee that the information sent or

receive through the network of Other Services will reach its destination or that the details of the recipient or sender are correct or accurate. In addition, the offering of these features does not imply endorsement of the Other Services by Craigpark. Furthermore, Craigpark does not endorse any service or product that may be offered by any third party advertising through the Efectum Services. In no event shall Craigpark be liable to anyone for any damage arising from or occasioned by the creation or use of the Other Services or the information or material accessed or delivered through the Other Services.

## Disclaimer of Warranties

THE EFECTUM SERVICES AND SOFTWARE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. Craigpark MAKES NO AND HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, NON INFRINGEMENT, TITLE, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. Craigpark DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, AVAILABILITY OR RELIABILITY OF THE SOFTWARE, OR THE EFECTUM SERVICES, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE, AND THE EFECTUM SERVICES IS ASSUMED BY YOU.

Craigpark does not warrant or guarantee that all Software versions shall be provided with similar grades and level of service, features, functionality and the ability to use, the Efectum Services. Craigpark does not warrant or guarantee (1) that any program or information will be free of infection by viruses, worms, Trojan horses or anything else manifesting contaminating or destructive properties; (2) that the information available on or through the Efectum Service will not contain adult-oriented material, or material which some individuals may deem objectionable; (3) that the Efectum Service and the functions or services performed by Craigpark will be uninterrupted or error-free; or (4) that defects in the Efectum Service will be corrected. You are solely responsible to isolate software and information, execute anti-contamination software and otherwise take steps to ensure that software or information, if contaminated or infected, will not damage your information or system.

## Security and Privacy Limitations

Please note that the Efectum Service, as with most Internet applications, are vulnerable to various security issues and hence should be considered unsecured. By using the Efectum Service and the Internet in general, you may be subject to various risks, including among others:

1. Exposure to objectionable material and/or parties, including without limitation, contaminated files.
2. Unauthorized invasion of your privacy during, or as a result of, your use or another's use of the system.
3. Spoofing, eavesdropping, sniffing, spamming, breaking passwords, harassment, fraud, forgery, "imposturing", electronic trespassing, tampering, hacking, nuking, system contamination including without limitation use of viruses, worms and Trojan horses causing unauthorized, damaging or harmful access and/or retrieval of information and data on your computer and other forms of activity that may even be considered unlawful.
4. Unauthorized exposure of information and material you listed or sent, on or through the Craigpark's system to other users, the general public or any other specific entities for which the information and material was not intended by you.

5. That information, data or content may not reach their destination or may reach an erroneous address or recipient and may viewed by such recipients.
6. Downloading viruses or other files from other users that may cause damage to your device.
7. Others may be able to view your IP address.

You acknowledge that you are aware of the risks and limitations of the Efectum Service and that while Craigpark may provide you with certain security and privacy features that such features are provided to you as a convenience only and may not operate according to their description or may not operate at all. If you do not wish to be subjected to these risks, you are advised not to use the Efectum Service.

Charging Policies Unless expressly stated to you by Craigpark, the Efectum Service is provided to you free of charge. However Craigpark may charge fees for some advanced features in the Efectum Service. If any payments were made for any materials, equipment, products or services that bundle or offer any part of the Efectum Service, or for accessing the Efectum Service through any platform or network (including any telephone or communication charges), you acknowledge, that such payments were made for the equipment, products, services or access offered, and not for the actual Efectum Service.

While Craigpark does not currently charge for use of Efectum Services on mobile devices, please note that when using Efectum Services on mobile devices you may be charged by your cellular operator for data or access to the Internet. Therefore, please check with your cellular provider of any charges that will apply when using the Efectum Services through your mobile device.

There may be extra charges to use or access certain premium or subscription content, products or services ("Premium Services") on or through the Efectum Services. The Premium Services may be subject to additional terms and conditions, which will supplement this Agreement. You will need to agree to such additional terms and conditions in order to access any Premium Services.

## Communications from Craigpark

Craigpark may send (i) notices about your use of the Efectum Service, including any notices concerning violations of use, (ii) updates, and (iii) promotional information, to your mobile phone number provided by you on or through any of the Efectum Services.

## Termination

Craigpark may at any time terminate your access to the Efectum Service, cancel, change, introduce different options and features to different users or refrain from publishing any other details of the users on the various Efectum Service directories and listings for any reason, including, without limitation, if it, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of this Agreement or the Privacy Policy. Craigpark has no obligation to provide you a warning prior to termination of your use of the Efectum Service.

## Support

You understand that your use of the Efectum Service is at your own risk and that Craigpark is not obliged to provide you with any assistance. Craigpark is under no obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the Software or Efectum Service.

