

Bria Terms of Use

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Welcome to Bria, consisting of software-as-a-service (SaaS) (as described below), a website (<https://www.bria.ai>), an application programming interface (API) including the API token, the web app 'Bria' available at (www.labs.bria.ai), and related services, which together are referred to herein as the "**Services**". Please read the following Terms of Use ("**Terms**") carefully before using the Services so that you are aware of your rights and obligations with respect to Bria Artificial Intelligence Ltd. ("**Bria**", "**we**", "**our**" or "**us**").

Bria's Services permit you to automate and scale the creation of video and images. By accessing or using the Services, you acknowledge and agree that you have a right to access and use the Services only for the purpose of uploading your own images, trademarks and/or logos, or utilizing images which Bria makes available (in each case, "**Images**") and using the Services to modify those Images (such Images as modified, the "**Modified Images**") and you are entering into a legal agreement with us.

If you do not agree to be bound by these Terms please do not access or use the Services. The Services are only intended for individuals aged eighteen years or older. If you are under 18 years, please do not visit or use the Services.

1. **License.** Bria hereby grants you a limited, non-exclusive, non-sublicensable, non-transferable and revocable license to access and use Bria's Services during the Term, solely for your internal purposes, and provided that you comply with these Terms and applicable law.
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten days following posting of the revised Terms on the Services, and your continued use of the Services thereafter means that you accept those changes. These Terms may not be transferred or assigned by you but may be assigned by Bria without restriction or notification to you.
3. **Subscription to the Services.** Subject to your compliance with these Terms and payment of applicable subscription fees, if and as applicable, Bria hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable right to access and use the Services during the Term. Your subscription to the Services is limited to the Services plan you choose in our order page or other document that you entered into for the provision of the Services ("**Order Form**"). You acknowledge that the subscription fee during any Renewal Term will, unless set forth in the Order Form, be determined by Bria's then-current subscription fees. Unless stated otherwise in an Order Form, all fees are stated, and shall be paid, in US Dollars, and are subject to our refund policy as included in the Order Form, are non-refundable and are exclusive of all taxes, levies, or duties, which are your responsibility.
4. **Restrictions.** You must not and shall not allow any third party to: copy, distribute or modify any part of the Services without our prior written authorization; use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; disrupt servers or networks connected to the Services; use or launch any automated system (including without limitation, "robots" and "spiders") to access the Services; and/or circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Services. You shall not use, send, upload, post, transmit or introduce any software, Content or Images that interfere (or attempts to interfere) with the operation or integrity of the Services, nor that is unlawful, infringing, defamatory, deceptive, obscene, fraudulent, harassing, pornographic, or abusive. For the avoidance of doubt, you agree that as part of your use of the Services you are required to modify the Images, and you shall not use the Services to access and download the Images as-is.
5. **Account.** In order to use the Services, you have to create an account ("**Account**"). You must not allow anyone other than yourself or your respective employees to access and use your Account. You

acknowledge and agree: (i) to provide accurate and complete Account and login information (e.g., full name and email); (ii) to keep all Account login details and passwords secure at all times; (iii) to remain solely responsible and liable for the activity that occurs in connection with your Account; and (iv) to promptly notify us in writing if you become aware of any unauthorized access or use of your Account or the Services.

6. **Intellectual Property Rights.** Subject to Section 9, the content on or related to the Services, including without limitation, the text, documents, articles, brochures, descriptions, products, graphics and services, and the trademarks, service marks and logos contained therein ("**Content**"), are the property of Bria and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. All other trademarks, service marks, and logos used on the Services are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Services and the Content. The Content on or related to the Services is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes without our prior written consent.
7. **Feedback.** It is anticipated that you may provide suggestions, comments or other feedback to Bria regarding the Services, including but not limited to, new features, functionality, techniques or business methods ("**Feedback**"). Feedback will not create any confidentiality obligation for Bria and shall be deemed the sole property of Bria. Without derogating from the above, Bria will be free to adopt such items for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as it sees fit. You hereby waive any right to the Feedback, including but limited to, any right for royalties or any other consideration.
8. **Third Party Sources and Content.** The Services enables you to view, access, link to, and use images and content from third party sources that are not owned or controlled by us. We do not assume any responsibility for any third party sources. Please read the terms of use and privacy policy of any third party source that you interact with before you engage in any such activity.
9. **Your Images.**
 - 9.1. There is no reasonable way for Bria to monitor all of the user materials, Images or Content that is uploaded to or posted on the Services, and we are under no obligation to you or the other users to monitor, edit, or control the user materials and Content that you and/or other users upload or post to the Services.
 - 9.2. You hereby agree to be fully liable towards Bria for any damage actually caused to Bria or third parties, from your non-compliance with the Terms with respect to the creation and use of Modified Images.
 - 9.3. You shall obtain all necessary consents, rights and/or licenses (including paying any applicable royalties), if any, to upload any Images you provide to our Services. In the cases where you provide such Images ("**Your Images**") to Bria, you warrant that you have the right to provide Your Images to Bria and to make them available for use and modification on the Services. You hereby grant Bria a non-exclusive license to use, process, display, copy and store Your Images in order to make available the Services. You further grant Bria with full rights to use Your Images and non-identifiable information regarding use of the Services and any aggregated and analytics information derived from Your Images, including for commercial purposes, ongoing research and development, and/or disclosure to third parties and/or to provide, improve and publicize Bria's programs and Services.
 - 9.4. Bria shall not be liable for any claims of any kind (including copyright, publicity and/or privacy rights) made by any third party against Bria in connection with the use of Your Images provided by you to Bria and/or any Modified Images created by you on the Services and/or otherwise in connection with this Agreement. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply. THE SERVICES AND IMAGES AND CONTENT OF THIRD PARTY SOURCES ARE PROVIDED ON AN

"AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. BRIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

10. **Limitation of Liability.** TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BRIA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS. THE AGGREGATE LIABILITY OF BRIA SHALL BE CAPPED AT THE GREATER OF THE SUBSCRIPTION FEES YOU HAVE PAID OVER THE THREE MONTHS PRIOR TO THE ISSUE GIVING RISE TO LIABILITY AND **TEN US DOLLARS (US\$ 10)**.
11. **Term and Termination.** Unless otherwise stated in the Order Form, these Terms shall become effective on the earlier of: (i) the date that you commence access to or use of the Services; or (ii) the date that we receive payment of any applicable Services subscription fee, and shall continue until expiration of the subscription period (the "**Initial Term**"). Thereafter, subject to your payment of any additional applicable Services subscription fees, and unless otherwise stated in the Order Form, these Terms shall automatically renew for successive subscription periods (each a "**Renewal Term**", and together with the Initial Term, the "**Term**"), or until these Terms are terminated in accordance with the terms herein. If you continue to use the Services past any subscription period renewal date, you shall be deemed to have renewed these Terms for the corresponding Renewal Term. With respect to both non-paying and paying users, we may stop to provide the access to the Services to you at any time, including without limitation in the event that you breach these Terms.

This Section 11 and Sections 6 (Intellectual Property Rights), 9 (Your Images), 10 (Limitation of Liability), and 14 (Independent Contractors) to 15 (General) shall survive termination of these Terms.

12. **Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Services, and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including to investigate potential violations of them; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Bria, its users or the public.
13. **Privacy.** Our privacy policy is available at <https://labs.bria.ai/privacy-policy/>. You warrant and represent that you have and will (i) provide(d) all appropriate notices, (ii) obtain(ed) all required informed consents and/or (will) have any and all ongoing legal bases, and (iii) complied/comply at all times with any and all applicable privacy and data protection laws and regulations, for allowing Bria to use and process personal data in when providing the Services in accordance with this Terms. To the extent that you need a data processing agreement ("**DPA**"), you should request it to us to info@bria.ai and return it signed.
14. **Independent Contractors.** You and Bria are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Bria. You must not under any circumstances make or undertake any warranties, representations, commitments or obligations on behalf of Bria.
15. **General.** These Terms are effective until terminated by Bria. Upon termination of these Terms, you shall cease all use of the Services. Provisions that ought by their nature to survive, shall survive. These Terms and the relationship between you and Bria shall be governed by the laws of the State of Israel, without regard to its principles of conflict of laws. The courts of Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction over any disputes or claims (except Bria may seek injunctive relief in any court of competent jurisdiction). These Terms shall constitute the entire agreement between you and Bria concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms. No waiver of any term of these Terms shall be deemed a further or continuing waiver

of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.