



Idomoo Terms of Service

THESE TERMS AND CONDITIONS (THE “**AGREEMENT**”) GOVERN YOUR USE OF THE SERVICES OFFERED BY IDOMOO LTD. OR ANY OF ITS AFFILIATES (“**IDOMOO**”, “**WE**” or “**US**”). BY CLICKING THE “I AGREE” BUTTON DISPLAYED AS PART OF THE SUBSCRIPTION PROCESS AND/OR BY USING THE SERVICES, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU READ, UNDERSTOOD AND AGREED TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST ABORT THE SUBSCRIPTION PROCESS AND MAY NOT MAKE ANY USE OF THE SERVICES. IDOMOO OFFERS A WIDE RANGE OF SERVICES AND FEATURES AND ADDITIONAL TERMS MAY APPLY TO SOME OF OUR SERVICES AND FEATURES PURSUANT TO AN ORDER FORM.

Definitions:

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or the right to appoint more than 50% of such entity’s directors or members of a similar body.

“**Beta Services**” means products, services, integrations, functionality or features that Idomoo may make available to you to try at your discretion, which may be described as “alpha,” “beta,” “pilot,” “limited release,” “developer preview,” “non-production,” “early-stage”, or other similar description.

“**Customer Data**” means any data or material submitted by or on behalf of Customer in connection with the Services, including but not limited to images, video, audio, text, documents, URLs, names, dates, or other identifiers.

“**Idomoo Scene Builder**” means a script file or any other plugin or similar element which may be downloaded from the Website or otherwise provided to you by Idomoo, to be used with a program recommended by Idomoo for the creation or editing of a Video Project or Template.

“**Idomoo Scene Viewer**” means a program which may be downloaded from the Website or otherwise provided to you by Idomoo to be used for the pre-view and editing of a Video Project generated by Idomoo Scene Builder.

“**Idomoo Template**” means a readymade Template (as defined below) which we may make available to users for creation of Personalized Videos using their Customer Data.

“**Order Form**” means any online or written form used for placing an order for specific Services under this Agreement and evidencing the agreed terms between Idomoo and you, specifying, among other things, the type of Services acquired, the applicable fees and the billing period. Each such Order Form is incorporated into and made a part of this Agreement.

“**Personalized Video**” means each video clip generated by the System from integrating the Customer Data with a Template.

“**Services**” means, in general, the generation by Idomoo through its System of Personalized Videos, alongside any other specific services purchased by you from Idomoo through an Order Form.

“**System**” means Idomoo’s proprietary system for generation of Personalized Videos.

“**System Data**” means data and data elements (other than Customer Data) collected by the System or Idomoo’s computer environment regarding configuration, environment, usage, performance, vulnerabilities and security of the System that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the System.



“User Account” means the account with Idomoo within which all your activities connected to the Services are carried out. A single User Account may be used for all of your separate Templates.

“User Data” means the Video Project, Customer Data and all related content and information that you or anyone on your behalf or working for you submit to us in connection with the Services.

“Video Project” means the original video materials that you create and provide us which become a Template from which Personalized Videos may be generated.

“Viewer” means your end-customer, client or any other person or entity to which you wish to send a Personalized Video containing the Customer Data applicable to such Viewer.

“Website” means Idomoo’s official website, at Idomoo.com, as may be updated from time to time, and any successor thereof.

1. **The Services**

- 1.1. The Services. Idomoo will provide the Services described on any one or more applicable Order Forms available to you pursuant to this Agreement, and then-current version of any supporting technical documentation provided to you by Idomoo or available on Website (**“Documentation”**). The Services are provided on a subscription basis for the applicable subscription term. Idomoo hereby grants you a non-exclusive, non-transferable, worldwide right during the subscription term to access the System and use the Services solely for its internal business purposes and pursuant to the Documentation, including any restrictions designated on an applicable Order Form.
- 1.2. Video Projects, Idomoo Scene Builder and Idomoo Scene Viewer. Our System accepts Video Projects created or edited by such program(s) as we may specify from time to time on our Website, with the use of the Idomoo Scene Builder for creation of Dynamic Content placeholders and the use of the Idomoo Scene Viewer for the pre-view and editing of a Video Project generated by Idomoo Scene Builder. **“Dynamic Content placeholders”** means ‘virtual placeholders’ formed in specific locations in each Video Project for the incorporation of the applicable Customer Data. The use of the Idomoo Scene Builder creates a blank data file alongside each Video Project on which the actual Customer Data is to be inserted by you (the **“Data File”**). You may download the Idomoo Scene Builder and the Idomoo Scene Viewer from the Website. Once the Idomoo Scene Builder and the Idomoo Scene Viewer are downloaded, they may be used for the creation and editing of multiple Video Projects. You may be requested to download updated versions of the Idomoo Scene Builder and the Idomoo Scene Viewer from time to time. Download and use of the Idomoo Scene Builder and the Idomoo Scene Viewer is subject to the terms and conditions set forth in the [Idomoo Features License Agreement](#).
- 1.3. The Process. You are responsible for the creation and delivery to us of the Video Projects and the Customer Data (by filling in the Data File) and we have no responsibility whatsoever in that respect (except in case you use Idomoo Templates, in which case we shall provide a readymade Template, as defined below). Once you create a Video Project, you should upload it through your User Account to which you may login from the Website. Our System will technically validate and set up the Video Project as a template from which Personalized Videos may be generated (the **“Template”**). Such validation and technical set-up relate solely to such original Video Project being technically suitable for generation of Personalized Videos and does not relate in any way to the content of the Video Project or the Customer Data. The Data File of each Video Project will be saved automatically on the System alongside the Video Project. You may download and populate the Data File with Customer Data at any time. Without derogating from the restrictions set forth in Section 4.1(i) below, our system may include features allowing you to provide other parties acting on your behalf with access to certain locations, features or data within your designated files and/or accounts. You shall be fully responsible for any activities carried out by such parties. Generating the Personalized Videos may be carried out as specified on the Website. Once generated, the Personalized Videos will be stored for a limited period as agreed with you in the applicable Order Form. We may choose to provide you with either (i) links to Personalized Videos; or (ii) the actual Personalized Video files in such format that is then made available by us.
- 1.4. Hosting and Storage. In providing the Services, Idomoo may use the Amazon Web Services™ for



hosting and storage purposes or such other reputable provider of hosting and storage services as Idomoo may choose. Idomoo reserves the right to change at any time the hosting and storage solutions used by it for provision of the Services. You acknowledge that such hosting services are beyond the control of Idomoo and Idomoo shall not be liable for any damage, fault or delay which are caused by or at such provider of hosting services.

2. **Proprietary Rights**

- 2.1. Idomoo Proprietary Rights. Subject to your right to use the Services as specified herein, Idomoo shall own all rights, title and interest in and to the Services and in any Idomoo Templates including all intellectual rights related thereto (including with respect to any improvements, enhancements or modification to the Services or the related intellectual property rights made as a result of your feedback, as stated in Section 2.4) ("**Idomoo IPR**"). Idomoo's name, trademarks, service marks, logos, and the product names associated with the Services are trademarks and/or service marks and/or trade names owned by Idomoo or third parties who licensed their rights to Idomoo, and no right or license is granted hereunder to use them. Idomoo retains all rights not expressly granted to you under this Agreement.
- 2.2. Your Proprietary Rights. As between us and you, you shall own all of your User Data and we acquire no right, title or interest thereof, except for the right to use or to enable third parties to use the User Data for the creation of the Personalized Videos as part of the Services and for the delivery of such Personalized Videos, to the extent applicable. Subject to your payment of the applicable Fees, generated Personalized Videos that are actually delivered to you shall become your property.
- 2.3. Idomoo Templates. Notwithstanding the aforesaid, to the extent any Idomoo Templates are made available by us for you to use, you shall not request, nor be granted, any rights in the Idomoo Templates, which shall remain Idomoo Property at all time, except for a limited, non-exclusive and non-transferable right to use such Idomoo Templates for generating the amount of Personalized Videos set forth in the applicable Order Form. Customer's use of Idomoo Template shall in no way prevent other clients from using the same Idomoo Template.
- 2.4. Third Parties Proprietary Rights. Each third-party provider used for hosting and storage purposes shall own all rights, title and interest in and to its services and technology (including with respect to any additions, improvements, updates, and modifications thereto) ("**Third Party IPR**"). Notwithstanding anything to the contrary above, to the extent the Videos (and if applicable, the Video Master) contain any third party content (such as images, audio or other), then the rights granted to you pursuant to this Section 2 shall be subject to the license terms and/or other limitations applicable to such third party content.
- 2.5. Feedback. You may, at your option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Services or the System ("**Feedback**"), provided however, that Feedback does not include any of your Proprietary Rights or any User Data. Idomoo may use and incorporate Feedback in Idomoo's products and services without compensation or accounting to you, provided that neither Idomoo nor its use of the Feedback identifies you as the source of such Feedback. You will have no obligation to provide Feedback, and all Feedback is provided by you "as is" and without warranty of any kind.

3. **Use of the Services and the Website**

- 3.1. Acceptable Use. You are responsible for all acts or omissions related to your use of the Services, including use by anyone on your behalf. You agree to comply with all applicable laws and regulations ("**Applicable Laws**"), including those relating to data privacy, international communications, and the transmission of personal or technical data. You specifically agree not to:
 - 3.1.1. Misuse the Services or the Website
 - a) Resell, sublicense, or lease the Services without Idomoo's prior written consent.
 - b) Access or attempt to access any account (yours or others') through unauthorized or automated means, except via Idomoo's official interface.



- c) Use the Services or the Website to develop or support a competing product or service, or copy any features, functions, or content of the Services, the Website or Idomoo intellectual property.
- d) Use, reproduce, or provide access to Idomoo or third-party intellectual property, except as expressly permitted by this Agreement.

3.1.2. Compromise Security or Functionality or Interfere with Systems or Website. Engage in or attempt to:

- a) Disrupt, damage, or impair the performance or security of Idomoo's Website, systems, or networks (including third-party infrastructure supporting the Services).
- b) Reverse engineer, decompile, disassemble, or otherwise derive source code from the Services or any underlying intellectual property.
- c) Overload, disable, or otherwise interfere with systems or networks used to deliver the Services including the Website (e.g., via denial-of-service attacks or flooding).
- d) Use automated tools (e.g., scraping, bots) to extract data from the Services or the Website.
- e) Attempt to probe, scan, or test the vulnerability of the Services and the Website or related systems, or breach any security or authentication measures.

3.1.3. Engage in Illegal Conduct

- a) Breach this Agreement or any applicable rules or instructions from Idomoo or its third-party providers.
- b) Impersonate any person or entity or mistake your identity or affiliation or falsely claim authorship of content primarily made of licensed third-party content
- c) Collect or process personal data of third parties without their explicit consent.
- d) Engage in illegal conduct, disinformation, deceptive practices, promoting violence or hatred, harassment, fraud, cyberbullying, harming minors, election interference, political manipulation (e.g., voter suppression or impersonating public figures), or otherwise violating laws, privacy rights or industry standards. This includes creating sharing, or distributing content that threatens child safety, such as sexually explicit content involving minors or child exploitation.

3.2. User Data.

3.2.1. Responsibility and Compliance. You are solely responsible for all data (including User Data) submitted by you, on your behalf, or by parties you engage. You must ensure that no data is submitted to Idomoo unless it fully complies with all Applicable Laws including laws relating to data protection and privacy laws ("**Privacy Laws**"). You assume all risks related to your User Data, including its accuracy, quality, and legality, and any disclosures that could make you or others personally identifiable.

3.2.2. Prohibited Content. You must not (and must not allow others to) submit User Data that:

- a) Is false, misleading, or includes unauthorized disclosures.
- b) Is unlawful, defamatory, obscene, harassing, harmful to minors, or otherwise objectionable.
- c) Contains malware, viruses, Trojan horses, or other harmful code or files.
- d) Encourages or facilitates illegal conduct under Applicable Law.
- e) Constitutes spam, chain letters, or pyramid schemes.
- f) Infringes, misappropriates, or violates any intellectual property or third-party rights, or privacy rights.

3.2.3. Warranties. You represent and warrant that:

- a) You have all necessary rights, consents, and authority to submit the User Data;



- b) Its use by Idomoo for the purposes of the Services will not violate this Agreement or cause harm to any third party.
- 3.2.4. Idomoo's Review Rights. Idomoo is not obligated to monitor or inspect User Data. However, we may review, edit, remove, or reinstate User Data at our discretion. If we take such action, we will, subject to Applicable Law, notify you as soon as reasonably practicable.
- 3.2.5. License Grant. By submitting User Data, you grant Idomoo a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable, and transferable license to use, host, modify, deliver, and display the User Data as necessary to operate the Services and generate Personalized Videos using Viewer Data.
- 3.2.6. Disclaimer of Responsibility for User Data. IDOMOO TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY WHATSOEVER FOR ANY USER DATA. SHOULD IDOMOO BECOME AWARE THAT YOU HAVE BREACHED THIS AGREEMENT (OR ANY PART OF IT), OR SHOULD IDOMOO BECOME AWARE (WHETHER BY NOTICE TO IDOMOO OR OTHERWISE) OF ANY THIRD PARTY CLAIMS WITH RESPECT TO THE USER DATA WHICH IF TRUE WOULD MEAN THAT YOU HAVE BREACHED THIS AGREEMENT, IDOMOO SHALL BE ENTITLED, AT ITS SOLE DISCRETION, TO REMOVE THE CONTENT IN VIOLATION IMMEDIATELY, TERMINATE OR SUSPEND YOUR USER ACCOUNT IN RESPECT OF SUCH CONTENT OR IN GENERAL, AND NOTIFY THE RELEVANT AUTHORITIES, WITHOUT ANY LIABILITY TO YOU FOR SUCH ACTIONS (INCLUDING IF EVENTUALLY SUCH THIRD PARTY CLAIMS WERE PROVEN NOT TO BE TRUE). YOU AGREE TO INDEMNIFY AND HOLD IDOMOO AND ITS THIRD PARTY LICENSORS HARMLESS FROM ANY LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES), IF AND WHEN INCURRED, RESULTING FROM ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION THIRD PARTIES RELATED TO THE PROVISION OF THE SERVICES) CLAIM OR DEMAND ARISING IN CONNECTION WITH USER DATA YOUR USE OF THE SERVICES, YOUR VIOLATION OF THIS AGREEMENT (INCLUDING THE VIOLATION OF ANY THIRD PARTY LICENSES INCORPORATED HEREIN BY REFERENCE), OR YOUR VIOLATION OF ANY RIGHTS OF OTHERS.
- 3.3. Data Backup. You have sole responsibility for adequate protection and backup of data and/or equipment you use in connection with the Services. Idomoo may store the User Data on its servers or with third party hosting and storage services, including, but not limited to, the Video Projects, Personalized Videos and data files, for a limited period of time as may be applicable for each Video Project (and following the lapse of such period Idomoo may erase such information and shall not be obligated to keep a record thereof). In the event in which Idomoo delivers or makes available to you the Personalized Videos, other than merely by links to where such video clips are hosted, it is your responsibility to download such Personalized Videos immediately after they are made available to you by Idomoo and create any necessary backups of such Personalized Videos.
- 3.4. Compliance with Laws. Idomoo's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement will derogate from Idomoo's right to take any action that Idomoo believes to be required to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Idomoo with respect to such use.
- 3.5. Idomoo Templates. In the event in which we make available to you any Idomoo Templates and you use such Templates for generating Personalized Videos, you shall provide us with any analytical information we require with respect to the Personalized Videos generated from such Idomoo Templates, such as email-open rates and so forth. You agree to allow us to use and present examples of Personalized Videos generated for you from Idomoo Templates on our website and to any third party in our sole discretion. By using the Idomoo Templates, you agree to allow us to present your name and company logo (which you shall provide us, upon request) in connection with your use of the Idomoo Templates. The provisions of this Agreement shall govern your use of the Idomoo Template, with all necessary changes made.
- 3.6. Demo; Beta Services. To the extent a trial Personalized Video generation demo is available to you on our System (the "**Demo**"), you may not create additional Personalized Videos beyond the



permissible number (by utilizing multiple accounts or any other means). Without derogating from any other remedy available to it for such breach, Idomoo shall be entitled to charge you the full price, on the basis of its then current rates, for any Personalized Video created other than within the limited framework of the Demo. From time to time, Idomoo may offer you access to Beta Services, which are optional for you to use. The Beta Services are not made generally available and may contain bugs, errors, defects, or harmful components. Idomoo may terminate access to Beta Services or the Demo at any time without notice. In addition, your use of the Demo, Beta Services, or any other free trial offering is subject to Idomoo's general principles of fair use. You must not engage in any activity that disrupts, degrades, or otherwise negatively impacts the operation of the System, the Services, or the experience of other users, including automated access, excessive usage, or exploitation of any vulnerabilities. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DEMO AND ANY OTHER FREE TRIAL OR BETA SERVICES ARE PROVIDED 'AS IS' WITHOUT ANY COMMITMENTS, INDEMNITY OR WARRANTY BY IDOMOO OF ANY KIND AND IDOMOO SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE OR HARM ARISING FROM OR RELATED TO SERVICES.

4. Registration and User account

- 4.1. User Account. The Services will be provided to you through your User Account. When opening your User Account and when utilizing the Services we will ask you to provide us with certain information including information regarding your designated contact person(s) and billing information. All information provided by you to Idomoo in connection with opening of the User Account must be true, current and complete. You should update such information from time to time, and no later than 7 days after any change to it. You grant Idomoo the right to independently verify any information that you provide, but Idomoo does not have the obligation to do so. If you provide any information that is false, inaccurate, out of date or incomplete, or if we have reason to believe that the information which you have provided us with is false, inaccurate, out of date or incomplete, we may suspend or terminate your User Account and refuse any and all current or future use of the Services.
- 4.2. Login. To log in, you must use the email address and password (or other allowed identification means) you entered in the registration process. We may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing your User Account, or for accessing other certain services of Idomoo. You are responsible for maintaining the confidentiality of your password. You are fully responsible for all activities that occur under your password and in your User Account, and agree to notify Idomoo immediately of any unauthorized use of your User Account or any other breach of security.

5. Privacy & Security

- 5.1. Data Processing Agreement. The terms of Idomoo's [Data Processing Addendum \(DPA\)](#) are incorporated into this Agreement by reference and apply to any personal information processed on Idomoo's systems as part of the Customer Data.

Additionally, the use of any Services is subject to Idomoo's [Privacy and Information Security Policy](#), which forms an integral part of this Agreement. These documents may be updated by Idomoo from time to time. Continued use of the Services after such updates will be considered your acceptance of the changes, so we recommend reviewing them periodically.

- 5.2. Third-Party Providers. Customer Data provided for the generation or delivery of Personalized Videos may be shared with third-party providers listed in the DPA. These providers process data in accordance with their own terms of use and privacy policies, for purposes such as service improvement and detecting violations of their policies.
- 5.3. Security Measures. Idomoo uses industry-standard systems and procedures to protect personal information and prevent unauthorized access to your User Account, Customer Data, and Personalized Videos. While these safeguards reduce risk, no system can guarantee complete security, and Idomoo cannot ensure that your information will be fully protected against unauthorized access or interception. For more details, visit [Idomoo Academy](#) and see [Privacy and Information Security Policy](#).



5.4. Use of Non-Identifiable and Independently Collected Data.

Nothing in this Agreement restricts:

5.4.1. Idomoo's use of System Data or data derived from it, provided that such data cannot, alone or in combination, identify or associate with: you, your affiliates, users, customers, or confidential information; or any device used to access or use the Services through you or your affiliates.

5.4.2. Either party's use of third-party data that was collected or maintained independently of this Agreement.

6. Confidentiality

6.1. Each Party acknowledges that it may receive or otherwise have access to Confidential Information of the other Party in connection with the Agreement. All information furnished by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") with regard to any activities of Disclosing Party, and all information learned by Receiving Party in the scope of this Agreement, including but not limited to the business, marketing and sales plans of Disclosing Party, and designs, manufacturing process and any information pertaining to Disclosing Party's intellectual property ("**Confidential Information**"), shall be deemed to have been furnished in confidence and shall not be used by Receiving Party for any purpose whatsoever other than for Receiving Party's performance under this Agreement.

6.2. Receiving Party shall take all necessary precautions to hold such Confidential Information in strict confidence and to prevent the disclosure thereof to any third party; and it shall exercise at least such degree of care to preserve and safeguard the Confidential Information as that which it would undertake to preserve and safeguard its own confidential information, including, without limitation, taking all reasonable steps to ensure that the Disclosing Party's Confidential Information to which it has access is not disclosed or distributed by its Personnel in violation of the terms of this Agreement.

6.3. At Disclosing Party's request, Receiving Party will promptly deliver to Disclosing Party all documents and materials of any nature pertaining to Receiving Party's engagement with Disclosing Party, and will not take with it any documents or materials or copies thereof containing any Confidential Information.

6.4. The undertakings set out above do not apply to any information that is: (a) in the public domain at the date of this Agreement or which subsequently comes into the public domain other than by breach of the Receiving Party's confidentiality obligations; (b) in the possession of the Receiving Party at the date of receipt, other than under an obligation of confidentiality; (c) obtained without an obligation of confidence from a third party not in breach of a confidentiality agreement with a party to this Agreement concerning the information obtained; (d) was specifically approved for use/release with the prior written consent of the Disclosing Party; or (e) required to be disclosed by law, rule, regulation or, by order of a governmental body or regulatory or other competent authority (if disclosure is required by such an authority, the Receiving Party shall, where legally permissible to do so, promptly notify the Disclosing Party and only disclose such information required under such order).

6.5. The Receiving Party will include its Affiliates where those Affiliates have a legitimate interest in receiving the Confidential Information and are bound by equivalent obligations.

6.6. Receiving Party may disclose the Confidential Information to its employees on a need to know basis, and provided that such employees are bound by written confidentiality and non-use undertakings towards Receiving Party which also apply to the Confidential Information disclosed to Receiving Party under this Agreement.

6.7. Neither party shall disclose the terms of any Order Form to any third party other than its Affiliates and their legal counsel and accountants, and other than as part of a due diligence procedure relating an investment in or acquisition of such party (subject to a confidentiality undertaking by the party to whom such information is disclosed), without the other party's prior written consent.



However, a party may disclose such information if it is compelled by law to do so, provided it gives the other party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

7. **Charges and Payment of Fees**

You shall pay all applicable fees or charges with respect to the Services (the "**Fees**") as shall be agreed in the applicable Order Form. All payment obligations are non-cancelable and all amounts paid are non-refundable. At our discretion, late payments may be charged with a late payment interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. We may offer you the option to pay the Fees for certain Services offered on the Website through external billing and payment processing services providers (the "**Clearing Services**"). In such cases where you have chosen to pay the Fees with the use of the Clearing Services, such payment will be made through the external website of the Clearing Service provider, which is not part of the Website. Use of the Clearing Services is subject to the Clearing Services provider's applicable terms of use. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. We are solely responsible for taxes assessable against us based on our income.

To the extent you shall choose to use the Clearing Services and disclose information directly (including if following the use of a link provided on the Website) to a Clearing Services provider on its external website, you understand and acknowledge that such use is through an external website which is not part of the Website, that the Clearing Services are not part of the Services provided Idomoo, and that any information disclosed on such external website is not under our control. WE MAKE NO WARRANTIES OR PROMISES WHATSOEVER IN CONNECTION TO THE CLEARING SERVICES, THE USE OF ANY EXTERNAL WEBSITE AND/OR ANY INFORMATION DISCLOSED ON SUCH EXTERNAL WEBSITE (INCLUDING IF FOLLOWING THE USE OF A LINK PROVIDED ON THE WEBSITE). WE SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE CLEARING SERVICES.

8. **Warranties and Disclaimers**

- 8.1. **Compliance with Laws**. Each Party represents and warrants to the other Party that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time applicable to such Party in its performance under this Agreement.
- 8.2. **Power and Authority**. Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.
- 8.3. **Services**. Subject to your compliance with your undertakings herein, we warrant that the Services shall be performed substantially in accordance with the published specifications on our Website. Idomoo will use industry standard practices designed to detect and protect the System against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the System or interference with or harm to the operation of the System.
- 8.4. **Disclaimer**. EXCEPT FOR THE AFORESAID WARRANTY, THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY HOSTING AND STORAGE SERVICES PROVIDED BY THIRD PARTIES TO FACILITATE THE SERVICES, ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE



LAW ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT OF THIRD PARTY RIGHTS IN RELATION TO THE SERVICE. WITHOUT DEROGATING FROM THE AFORESAID, IDOMOO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR THE SYSTEM.

The availability and functionality of the Services depend on various factors and elements, including software, hardware and communication networks, and partially provided by third parties, including third party hosting and storage services. These factors are not fault free. We do not warrant or guarantee that the Services will operate without disruption, limitations, delays, errors or interruptions, or that they will be accessible, or available at all times, or immune from unauthorized access or error free.

8.5. **Remedies.** If the System fails to conform to the foregoing warranties, Idomoo promptly will, at its option and expense, correct the System and re-perform the Services as necessary to conform to the warranties. If Idomoo does not correct the System or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days (or such other period as may be agreed upon by the Parties) (the “**Cure Period**”), as your sole remedy and Idomoo’s exclusive liability (except as provided in Section 9), you may for a period of 30 days following the conclusion of the Cure Period (or such other period as may be agreed upon by the Parties), elect to terminate the applicable Order Form and this Agreement without further liability and Idomoo will provide you with a refund of any fees prepaid to Idomoo, prorated for the portion of the Services unused due to the failure at the time you reported the breach of warranty to Idomoo.

8.6. **Warranty Exclusions.** Idomoo will have no liability or obligation with respect to any warranty or representation in this Agreement to the extent attributable to any: (a) use of the Services by you in violation of this Agreement or applicable law; (b) modifications to the Personalized Videos or any other deliverable not provided by Idomoo or its personnel; (c) use of the Services in combination with third-party equipment or software not provided or made accessible by Idomoo or contemplated by the Documentation; or (d) use by you of the Services in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by you or anyone acting on your behalf.

9. **Indemnification; Limitation of Liability**

9.1. **Idomoo Indemnification.** Subject to Section 9.3 (Procedures) and the remainder of this Section 9.1, Idomoo shall (a) defend you and your shareholders, partners, members, directors, officers, employees, lenders, successors and assigns, (collectively, each a “**Customer Indemnitee**”) from and against the following claims, and in relation to each such claim, indemnify and hold harmless the Customer Indemnitees from any damages and costs finally awarded or agreed to in settlement by Idomoo (including reasonable attorneys’ fees):

9.1.1. Any claim by a third party alleging that the technology underlying the Services, when used as authorized under this Agreement, directly infringes such third party’s copyright, U.S. patent, or trademark. If your use of the Services is, or in Idomoo’s opinion is likely to be, enjoined due to the type of infringement specified above, if required by settlement, or if Idomoo determines such actions are reasonably necessary to avoid material liability, Idomoo may, in its sole discretion: (i) substitute substantially functionally similar products or services; (ii) procure for you the right to continue using the Services; or if (i) and (ii) are not commercially reasonable, (iii) terminate the Agreement and refund the fees paid by you for the portion of the subscription term which was paid by you but not rendered by Idomoo. The foregoing indemnification obligation shall not apply: (1) with respect to the Warranty Exclusions set forth in Section 8.6 or (2) if Customer Indemnitee settles or makes any admissions with respect to a claim without Idomoo’s prior written consent;

9.1.2. any unauthorized access, use or disclosure of Customer Data resulting from breach of Idomoo’s obligations under the DPA or any violation by Idomoo of Privacy Laws; and



9.1.3. any violation of confidentiality obligations set forth herein by Idomoo.

9.1.4. THIS SECTION 9.1 SETS FORTH IDOMOO'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT AND CONFIDENTIALITY AND SECURITY BREACH.

9.2. Your Indemnification. You shall defend Idomoo, its shareholders, partners, members, directors, officers, employees, lenders, successors and assigns from and against the following claims, and in relation to such claim, indemnify and hold harmless Idomoo from any damages and costs finally awarded or agreed to in settlement by you (including reasonable attorneys' fees): (i) any claim by a third party alleging that the User Data, or your use of the Services in breach of this Agreement infringes or misappropriates such third party's rights or violates applicable laws, (ii) breach of your obligations under the DPA or any violation of Privacy Laws by you; and (iii) any violation of confidentiality obligations set forth herein by you.

9.3. Procedures. The obligations of each indemnifying party are conditioned upon receiving from the party seeking indemnification: (i) prompt written notice of the claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of the indemnified party, at indemnifying party's expense.

9.4. Limitation of Liability.

9.4.1. IN NO EVENT SHALL YOU, IDOMOO OR ITS THIRD PARTY PROVIDERS (INCLUDING WITHOUT LIMITATION ANY PLATFORM OR MARKET PLACE THROUGH WHICH IDOMOO OFFERS ITS SERVICES) BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES AND THE HOSTING AND STORAGE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION EVEN IF THE APPLICABLE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL IDOMOO OR ITS THIRD-PARTY PROVIDERS (INCLUDING WITHOUT LIMITATION ANY PLATFORM OR MARKET PLACE THROUGH WHICH IDOMOO OFFERS ITS SERVICES) BE LIABLE TO ANYONE FOR ANY DIRECT DAMAGES OF ANY TYPE OR KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HOSTING AND STORAGE SERVICES.

9.4.2. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO IDOMOO FOR THE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE APPLICABLE ORDER FORM.

9.4.3. Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY RESULTING FROM ITS GROSS NEGLIGENCE OR THE GROSS NEGLIGENCE OF ITS PERSONNEL; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS; OR (D) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS.

10. Term and Termination

10.1. Term. This agreement is effective from the moment of your execution of the Order, and shall continue in full force and effect until terminated in accordance with the terms of this section or as otherwise specified in the applicable Order Form.

10.2. Termination. Either party may terminate this Agreement: (a) if the other party materially



breaches its obligations hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within 14 days after receipt of written notice from the non-defaulting party; or (b) for convenience, by providing to the other party with a 90-day prior written notice, such termination shall not affect any Order Form that shall be outstanding on the date of termination and the parties shall continue to comply with their respective obligations thereunder.

- 10.3. **Effect of Termination.** The termination of this Agreement for any reason shall not affect any rights, obligations or liabilities accrued through the date of termination, including, but not limited to, any unpaid Fees and any other obligations you have incurred through the date of termination for your use of the Services. The provisions of Sections 2, and 6 through 12 shall survive the termination or expiration of the Agreement.

11. **Governing Laws and Governing Courts**

Idomoo Contracting Party	Governing Law	Governing Courts
Idomoo Ltd.	The laws of Israel	The courts of Tel Aviv, Israel
Idomoo Inc.	The laws of the State of New York	The courts of New York, New York
Idomoo UK Ltd.	The laws of England and Wales	The courts of London, England

12. **Miscellaneous**

This Agreement and any Order Form related thereto comprise the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Idomoo reserves the right to make changes to this Website and to these terms and conditions at any time. Your continued use of the Website will constitute your acceptance of any new, amended or modified terms and conditions. In the event of a conflict between the terms of an Order Form and this Agreement, the terms of the Order form shall prevail. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Services. The failure of Idomoo to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Idomoo in writing. The section headings in the Agreement are included for convenience only and shall take no part in the interpretation or construing of the Agreement. This Agreement may not be assigned by you, whether by operation of law or otherwise, without the prior written approval of Idomoo and any assignment without such prior written consent shall be void. We may freely assign this Agreement and our rights and obligations hereunder and any related Order Form by providing you a notice thereof. The Services, other technology we make available, and derivatives thereof may be subject to export laws and regulations of the United States, Israel and other jurisdictions. You represent that you are not named on any U.S. or Israeli government denied-party list. You represent that you are not named on any U.S., UK, or Israeli government denied-party list and are not located in a jurisdiction subject to comprehensive sanctions or export restrictions. You shall not permit anyone to access or use Services in a U.S. UK or Israeli embargoed country or in violation of any U.S. UK or Israeli export law or regulation.

Last Updated: August, 2025



AI Supplementary Terms for AI Video Solutions

This AI Supplement (the “**Supplement**”) forms an integral part of the Agreement between Idomoo and you and governs your access to and use of any features powered by artificial intelligence as part of Idomoo’s Next Generation Video Platform (the “**Platform**”).

1. Definitions

- 1.1. “**AI Services**” refer to any functionality in the Platform powered by artificial intelligence, including third-party large language models or output incorporated into or made available by Idomoo as part of the Services.
- 1.2. “**Input**” means any data, instructions, content, or materials submitted by you into the AI Services, including Customer Data.
- 1.3. “**Output**” means any content, result, or material generated by or through the use of the AI Services, including audio, video, text, or other media, including the Customized Video.
- 1.4. “**Customized Video**” means the video produced using the Input, in whole or in part, third party content, or Idomoo Templates and the Output through the Platform.
- 1.5. “**Third-Party Licensors**” means any third-party content or service providers engaged by Idomoo, including generative AI vendors, media providers, or other licensors.

2. Use of AI Services

- 2.1. By using of AI Services, you acknowledge that:
 - 2.1.1. Use of AI Services may produce Output that is inaccurate, incomplete, offensive, or otherwise unsuitable. Given the probabilistic nature of machine learning models the AI Services rely on, Idomoo does not guarantee factual correctness, reliability, originality or human creativity of any Output.
 - 2.1.2. The Output should not be relied upon as a sole source of truth or as a substitute for professional, legal, financial, or medical advice. Use of the Output for decision-making purposes must include adequate human oversight.
 - 2.1.3. The Output may not be unique and may be similar or identical to outputs generated for other customers or users, especially without incorporating unique Customer Data.
- 2.2. You should review all Output correctness and suitability and conduct appropriate human review and validation of any Output prior to using or publishing it.
- 2.3. You are solely responsible for the use of any Output. Idomoo disclaims all liability for actions taken by you or anyone on your behalf in reliance on AI-generated Output.
- 2.4. You represent and warrant that you have all rights and consents necessary to provide the Input, and that your submission and use will not breach any third-party rights or any applicable law. You are solely responsible for the lawfulness, accuracy, and non-infringement of Input.

3. Rights and Ownership

- 3.1. Ownership of Input and Output
 - 3.1.1. Subject to the Agreement and applicable law, as between the parties, You retain ownership of your Input, provided you have lawful rights to submit it.
 - 3.1.2. As between the parties, to the extent permitted by applicable law, and subject to sections 3.2 and 5, you shall own the Output that is directly generated from your Input.
- 3.2. Idomoo IP. Title and ownership to all proprietary information and methodologies for performance of the AI Services, including without limitation in the Platform (and any and all improvements thereto (including if made on the basis of your feedback), including all intellectual property rights



embodied therein, shall at all times remain vested in Idomoo (the “**Idomoo IP**”). To the extent any Idomoo IP is required to use the Output, Idomoo hereby grants you a non-exclusive, worldwide, royalty free, transferable license to use Idomoo IP, solely for the purpose of using and exploiting the Output under this Agreement.

3.3. Idomoo Templates. Your use of an Idomoo Template shall in no way prevent any others from using the same Idomoo Template for any purpose. Idomoo exclusively retains all rights in its Idomoo Templates made available as part of the AI Services. You are granted only a limited, non-exclusive and non-transferable right to use such Idomoo Templates for the creation of the Output.

3.4. License Granted to Idomoo. You grant Idomoo and its authorized Third-Party Licensors a limited, non-exclusive, worldwide, royalty-free license to use and process Input as necessary to perform the AI Services and deliver the Output, maintain functionality, and support system integrity.

4. Acceptable Use and Restrictions

4.1. You will at all times use AI Service in a responsible manner and in compliance with all applicable laws, this Agreement and the Acceptable Use and Restrictions Policy, attached hereto as Exhibit A.

4.2. Idomoo shall not use Customer Data and shall not permit its Third-Party Licensors to use Customer Data, to train, fine-tune, or otherwise enhance its or their AI models without your prior written consent.

5. Third-Party Providers and Licenses

5.1. Idomoo may incorporate technologies or content of Third-Party Licensors in the AI Services. Notwithstanding anything to contrary herein, you acknowledge that the use of such third-party elements as part of the Service and Output is governed by their respective license terms (the “Third-Party Licenses”). Each Third-Party Licensor shall own all rights, title and interest in and to its services, technology and content incorporated into the Output. You shall comply with all obligations under the Third-Party Licenses and avoid any act or omission which may result in breach of the Third-Party Licenses.

5.2. In particular, as of the date of this Agreement, the Services are subject to the licenses specified in Exhibit B. Idomoo reserves the right to change the Third-Party Licensors used in the provision of the Services at any time.

5.3. Idomoo will ensure that any AI functionality used in AI Services are compliant with the applicable laws pertaining to the AI functionality type.

5.4. Idomoo disclaims liability for errors, failures, or disruptions caused by Third-Party Licensors.

6. Additional Disclaimers

The AI Services and any associated Output are provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law:

6.1. Idomoo makes no representations or warranties of any kind, express or implied, including with respect to merchantability, fitness for a particular purpose, non-infringement, or accuracy.

6.2. Idomoo does not warrant that the AI Services or Output will meet your needs, be free from errors or interruptions, or be suitable for reliance without further verification.

8. General.

All other terms and conditions of the Agreement not expressly modified by these Terms shall remain in full force and effect. The Agreement, together with these Terms, set forth the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersedes any other agreements or communications relating thereto.

Exhibit A

Acceptable Use and Restrictions Policy

You agree not to use the AI Services or third-party content, and not to permit others to, for any of the following prohibited activities:

- **Content Restrictions:** Using third-party content:
 - in a way that allows others to download, extract, or redistribute it as a standalone file (separate from the project or end use).
 - as a distinctive feature of a trademark, logo, design mark, tradename, business name or service mark, or attempting to register the content as such.
 - in connection with unflattering or controversial subjects without a disclaimer that the content is for illustrative purposes and depicts a model.
 - in "on-demand" products (e.g., "made-to-order" applications for customizable goods).
 - in digital templates intended for resale or distribution (e.g., website or greeting card templates).
 - **Machine Learning and Biometric Restrictions:** Using Output or associated metadata (e.g., captions, keywords) for training, developing or improving foundation models, machine learning, artificial intelligence, biometric or recognition technologies (especially for identifying natural persons), or granting third-party access to such metadata separately from the content.
 - **Service Interference and Reverse Engineering:** Interfering with or disrupting the AI Services, damaging their functionality, impairing user experiences, or attempting to reverse engineer, decompile, access source code or model weights, or bypass protective restrictions.
 - **Sensitive Information:** introducing any Input containing sensitive personal data (e.g., health records, government IDs) that is subject to specific data protection requirements, unless expressly authorized in writing.
 - **General Prohibitions and Compliance:**
 - Developing or using applications that interact with the AI Services without prior written authorization (e.g., through APIs).
 - Using any part of the AI Services or Output to develop competing products, models, or services.
 - Offering the AI Services or Outputs on more permissive terms than those granted to you.
 - Providing access to a governmental entity, without Idomoo's prior written authorization.
 - Framing, mirroring, or embedding any part of the AI Services in third-party platform or service without Idomoo's prior written authorization.
 - Making the AI Services available to anyone under 13, or to those between 13-18 without parental/guardian consent.
 - Obtaining unwarranted financial or other benefits by manipulating credits, tokens or creating multiple account structures to exploit undue benefits (e.g., free plans).
 - Making any use of the AI Services or Outputs that would be classified as "prohibited" or "high-risk" under applicable law.
 - **Human in the Loop:** When using the Services to provide tailored professional advice, a qualified professional must remain involved in the process.
-



Exhibit B
Third Party Licenses

- [ANTHROPIC AI SERVICES](#)
- [Amazon Web Services](#)
- [ElevenLabs](#)
- [Getty Images](#)
- [HeyGen](#)
- [Runway](#)
- [Brandfetch](#)