

# **"TRANSITION" MOBILE APP TERMS & CONDITIONS**

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**Appside Technologies LTD, Number 516620085** welcomes you and thanks you for choosing to use **TRANSITION** Software Application.

***PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY***

## **1. AGREEMENT TO TERMS**

- 1.1.** These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity, hitherto known as "you, or your" and Appside Technologies LTD, hitherto known as "we," us," or "our." This agreement pertains to the access and use of the TRANSITION Software Application as well as its use with any other media form, media channel, mobile website, website-related integration or platform, media linked, or any other application in connection to or otherwise connected to the Software Application or Appside Technologies LTD, (collectively known thitherto as, the "Software Application"). You agree and acknowledge that by accessing the Software Application, you have read, understood, and agree to be bound by all of these Terms and Conditions Use in this agreement. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SOFTWARE APPLICATION AND YOU MUST DISCONTINUE USE IMMEDIATELY.**
- 1.2.** In the event of inconsistency between any terms of this contract and any translation into another language, the English version will control and prevail on any question of interpretation or otherwise.
- 1.3.** We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last Updated" of these Terms and Conditions, and you waive any right to receive specific notice of any such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of any updates. You acknowledge and accept that by your continued use of the Software Application, you will be subject to, and are deemed to have been made aware of and accepted, the changes in any revised Terms and Conditions after the date of the amended Terms are posted.
- 1.4.** The information provided on the Software Application is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use is contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Software Application from other locations do so on their own initiative and are solely responsible for compliance with local laws, where applicable.

- 1.5. The Software Application is intended for users who are legally 18 years of age. Persons under the age of 18 are not permitted to use or register for the Software Application.

## **2. INTELLECTUAL PROPERTY RIGHTS**

- 2.1. Unless otherwise indicated, the Software Application is our property, and all source code, databases, functionality, software, application, designs, audio, video, text, photographs, and graphics on the Software Application collectively, hitherto known as the "Content," in addition to the trademarks, service marks, and logos contained therein, hitherto known as the "Marks" are owned or controlled by us or licensed to us. The Content and the Marks provided on the Software Application are "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Software Application, Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 2.2. Provided that you are eligible to use the Software Application and the associated Device, you are granted a limited license to access and use the Software Application and to download or print a copy of any portion of the content to which you have properly gained access solely for your personal, non-commercial use.

## **3. USER REPRESENTATIONS**

- 3.1. By using the Software Application, you represent and warrant that: (1) Your use of the Software Application and the associated Device is at your own risk and responsibility and by no means do we guarantee its effectiveness or reliability, (2) All registration information you submit will be true, accurate, current, and complete, (3) You will maintain the accuracy of such information and promptly update such registration information as necessary, (4) You have legal capacity according to the terms of this agreement, and you agree to comply with the Terms of use, (5) You are not under the age of 18, (6) You are not a minor in the jurisdiction in which you reside, (7) You will not access the Software Application through automated or non-human means, whether, through a bot, script or otherwise, (8) you will not use the Software Application for any illegal or unauthorized purpose, (9) Your use of the Software Application will not violate any applicable law(s) or regulation(s).
- 3.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any existing or future use of the Software Application or any portion thereof.

## **4. USE OF THE APP**

- 4.1. TRANSITION is a video splitting and editing app.
- 4.2. In order to access to the Software Application services, you will be required to purchase Subscription to the App by the App Store.

- 4.3. Payment for subscribing to the App will be made by the means of payment that appears on the payment page on the App Store.
- 4.4. The Software Application is not obligated in any way whatsoever to maintain any variety of services.
- 4.5. The Software Application may change, at any time, the subscription and/or the prices and/or the services offered in the application, replace them, minimize them, add to them, without any prior notice.
- 4.6. In addition to this Terms and Conditions, the Clearing Company Terms and Conditions or the other means of payment will also apply. Notwithstanding the foregoing, the Software Application reserves the right to set other payment arrangements, all at its sole discretion.
- 4.7. The cancellation of the subscribing to the App will be according to the cancellation policy of the App Store.
- 4.8. The files uploaded to the Software Application are stored on the user's mobile device and not in cloud of the Software Application. The information and/or the files are not stored and / or saved on the Software Application.
- 4.9. If you voluntarily upload documents with personal information or with confidential details on the Software Application, we take no responsibility whatsoever in relation to such documents.

## **5. PROHIBITED ACTIVITIES**

- 5.1. You may not access or use the Software Application for any purpose other than that for which we make the Software Application available. The Software Application may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.
- 5.2. As a user of the Software Application, you agree not to:
  - 5.2.1. Systematically retrieve data or other content from the Software Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
  - 5.2.2. Make any unauthorized use of the Software Application, including collecting usernames and/or email addresses or ANY DATA of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
  - 5.2.3. Circumvent, disable, or otherwise interfere with security-related features of the Software Application, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Software Application and/or the content contained therein.
  - 5.2.4. Engage in unauthorized framing of or linking to the Software Application.

- 5.2.5. Deceive, defraud, or mislead other users and/or us, especially in any attempt to learn sensitive account information such as user passwords, or any other data.
- 5.2.6. Make improper use of our support services or submit false reports of abuse or misconduct.
- 5.2.7. Engage in any automated use of the Software Application, such as using scripts to send comments or messages, or using any data mining, data mining tools, robots, or similar data gathering and extraction tools.
- 5.2.8. Interfere with, disrupt, or create an undue burden on the Software Application or the networks or services connected to the Software Application.
- 5.2.9. Attempt to impersonate another user or person or use the username of another user.
- 5.2.10. Sell or otherwise transfer your profile.
- 5.2.11. Use any information obtained from the Software Application in order to harass, abuse, or harm another person.
- 5.2.12. Use the Software Application as part of any effort to compete with us or otherwise use the Software Application and/or the Content for any revenue-generating endeavor or commercial enterprise.
- 5.2.13. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Software Application.
- 5.2.14. Attempt to bypass any measures of the Software Application designed to prevent or restrict access to the Software Application, or any portion of the Software Application.
- 5.2.15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Software Application to you.
- 5.2.16. Delete the copyright or other proprietary rights notice from any Content.
- 5.2.17. Copy or adapt the Software Application's software, including but not limited to PHP, HTML, JavaScript, or other code.
- 5.2.18. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Software Application or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Software Application.
- 5.2.19. Except as may be the result of a standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Software Application, or using or launching any unauthorized script or other software.
- 5.2.20. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Software Application.

- 5.2.21. Use the Software Application in a manner inconsistent with any applicable laws or regulations.
- 5.3. Any use of the Software Application in violation of the preceding violates these Terms and Conditions and may result in, but not limited to, termination or suspension of your rights to use the Software Application.

## **6. Apple Devices**

- 6.1. The following terms apply when you use the Software Application obtained from the Apple Store (hitherto known as the "App Distributor"):
  - 6.1.1. The license granted to you for our Software Application is limited to a non-transferable license to use the Software Application on a device that utilizes the Apple iOS, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service.
  - 6.1.2. We are responsible for providing any maintenance and support services with respect to the mobile application as specified in the Terms and Conditions of this Software Application.
  - 6.1.3. You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) you are not listed on any U.S. government list of prohibited or restricted parties.
  - 6.1.4. You must comply with applicable third-party terms of agreement when using the Software Application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application.
  - 6.1.5. You acknowledge and agree that the App Distributors are third-party beneficiaries of the Terms and Conditions in this Software Application license and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms and Conditions in this Software Application license against you as a third-party beneficiary thereof.

## **7. SUBMISSIONS**

- 7.1. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Software Application, hitherto known as "Submissions" provided by you in connection to us or the Software Application or Device in or on any platform in any way are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the

right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **8. THIRD-PARTY CONTENT**

- 8.1. The Software Application may contain (or you may be sent via the Software Application) links to other Software Applications, hitherto known as "Third-Party Software Applications," as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third-parties. Third-Party Software Applications and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Software Applications accessed through the Software Application or any Third-Party Content posted on, available through, or installed from the Software Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Software Applications or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Software Applications or any Third-Party Content does not imply approval or endorsement thereof by us.
- 8.2. If you access in any way on any platform the Third-Party software applications or use or install any Third-Party Content or Applications, by exiting the software or accessing a link in our software that takes you to a Third-Party Application or software, you do so at your own risk, and you should be aware these Terms and Conditions are null and void. You should review the applicable terms and policies, including privacy and data gathering practices, of any software application to which you navigate from the Software Application or relating to any applications you use or install from the software application.
- 8.3. Any purchases you make through Third-Party software applications will be through other software applications and from other companies, and we take no responsibility whatsoever in relation to such purchases, which are exclusively between you and the applicable Third Party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party software applications, and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or damage caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party software applications.

## **9. SOFTWARE APPLICATION MANAGEMENT**

- 9.1. We reserve the right, but not the obligation, to (1) monitor the Software Application for violations of these Terms and Conditions, (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities, (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof, (4) in our sole discretion and without limitation, notice, or liability, to remove from the Software Application or otherwise disable all files and content that are excessive in size or are in any way burdensome

to our systems, and (5) otherwise manage the Software Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Software Application the associated Device.

- 9.2. To provide you service, we use your data, such as, *inter alia*, the geographical location of you or persons or objects connected to the Device, information about your use of the Software Application, and information about your mobile device, hitherto known as "Personal Information." Personal information may be collected and used to:
  - 9.2.1. Provide services to you and improve the Software Application and/or the services.
  - 9.2.2. Ensure proper performance of the Software Application.
  - 9.2.3. Analyze and manage our businesses.
  - 9.2.4. Improve our customer service.
  - 9.2.5. Contact you or provide you with relevant data with regard to the Software Application or the services.
- 9.3. Each time you use the Software Application, we may automatically collect certain types of information. Some examples of automatic information we may collect are as follows:
  - 9.3.1. We may record your internet service provider's address, your internet protocol or IP address, and the type of handheld or mobile device.
  - 9.3.2. We may collect a record of your activity or your "clickstream" while visiting the Software Application.
  - 9.3.3. We may use "cookies" of different types to recognize your mobile device. A cookie is a small text file that a website, online application, or email may save to your internet browser and/or your computer's hard drive for use in subsequent visits to sites.
  - 9.3.4. We may collect any information you enter, share, or that can be obtained from your use of the Software Application.
- 9.4. We may share your personal information with third parties, including with our Services Providers.
- 9.5. Some examples of things service providers may do that may involve your personal information are:
  - 9.5.1. Develop, host or maintain the Software Application on our behalf.
  - 9.5.2. Aggregate customer information and/or improve customer service. We may then share such aggregated data with prospective marketing partners and advertisers.
- 9.6. These service providers are granted access to some or all of your personal information as necessary and may use cookies (as defined above) or other automatic collection technology on our behalf.

## **10. COPYRIGHT INFRINGEMENTS**

- 10.1. We respect the intellectual property rights of others. If you believe that any material available on or through the Software Application infringes upon any copyright you own or control, please immediately notify us using the contact information provided below.

## **11. TERM AND TERMINATION**

- 11.1. These Terms and Conditions shall remain in full force and effect while you use the Software Application and or the associated Device. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SOFTWARE APPLICATION (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SOFTWARE APPLICATION OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.
- 11.2. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. Additionally, to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **12. MODIFICATIONS AND INTERRUPTIONS**

- 12.1. We reserve the right to change, modify, or remove the contents of the Software Application at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Software Application.
- 12.2. We also reserve the right to modify or discontinue all or part of the Software Application without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Software Application.
- 12.3. We cannot guarantee the Software Application will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Software Application, resulting in interruptions, delays, or errors. By use of the Software Application or its associated Device, you acknowledge that we are not liable for any inconvenience or harm that may be related to the aforementioned.
- 12.4. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Software Application at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to

access or use the Software Application during any downtime or discontinuance of the Software Application. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Software Application or to supply any corrections, updates, or releases in connection therewith.

### **13. GOVERNING LAW**

- 13.1. These Terms and Conditions and your use of the Software Application are governed by and construed in accordance with the laws of the State of Israel applicable to agreements made and to be entirely performed within the State of Israel, without regard to its conflict of law principles.
- 13.2. Any legal action of whatever nature brought by either you or us collectively, the "Parties" and individually, a "Party" shall be commenced or prosecuted in the state Israel, and the Parties hereby consent to and waive all defenses of lack of personal jurisdiction and forum non-convenience.

### **14. CORRECTIONS**

- 14.1. There may be information on the Software Application that contains typographical errors, inaccuracies, or omissions that may relate to the Software Application, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Software Application at any time without prior notice.

### **15. DISCLAIMER**

- 15.1. THE SOFTWARE APPLICATION IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SOFTWARE APPLICATION SERVICES WILL BE AT YOUR SOLE RISK, TO THE FULLEST EXTENT PERMITTED BY LAW.
- 15.2. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SOFTWARE APPLICATION AND YOUR USE THEREOF. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SOFTWARE APPLICATION'S CONTENT OR THE CONTENT OF ANY SOFTWARE APPLICATIONS LINKED TO THIS SOFTWARE APPLICATION, AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY, (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE APPLICATION, (3) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SOFTWARE APPLICATION, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE APPLICATION BY ANY THIRD PARTY.

- 15.3. The Software Application strongly recommend to all users to act wisely and carefully while using the Software Application services.
- 15.4. The information appearing on the Software Application should be not construed as a promise of any result and/or responsibility for any activity in the Software Application. The Software Application will not be responsible for any damage, direct or indirect, which will be caused to the user as a result of relying on information appearing on the Software Application and/or links to other sites and/or any other source of internal and/or external information and/or use of products displayed by the Software Application.

## **16. INDEMNIFICATION**

- 16.1. You agree to defend, indemnify, and hold us harmless, including our affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of, (1) use of the Software Application, (2) breach of these Terms and Conditions, (3) any breach of your representations and warranties set forth in these Terms and Conditions, (4) your violation of the rights of a third party, including but not limited to intellectual property rights. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **17. MISCELLANEOUS**

- 17.1. These Terms and Conditions and any policies or operating rules posted by us on the Software Application constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations to others at any time.
- 17.2. If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term will, to that extent, be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

## **18. CONTACT US**

In order to resolve a complaint regarding the Software Application or to receive further information regarding the use of the Software Application or the associated Device, please contact us at:

Address: 9 Jabotinsky st, Bnei Brak, Israel;

E-mail: support@appside.app