

Polarr Terms of Service

Last Updated: February 15, 2022

These Terms of Service (“Terms”) explain the terms for using Polarr, Inc’s (“Polarr,” “we,” “us,” or “our”) websites, mobile applications (each “Mobile Applications”), and online services available, accessible, or enabled via the websites or Mobile Applications (each a “Service” and collectively called the “Services”). Please read these Terms carefully before accessing or using the Services.

Everyone using the Services must follow our [Community Guidelines](#). If you have any questions, feel free to reach out on our help site. This Agreement applies to all visitors, users, and others who access the Services (each a “User”).

By completing the registration process, browsing our websites, downloading the Mobile Applications, or otherwise accessing or using the Services, you represent that you have read, understand, and agree to be bound by these Terms. If the individual entering into these terms or otherwise accessing or using the Services is doing so on behalf of, or within his or her capacity as a representative, agent, or employee of an entity, such individual and such entity agree that: (a) the terms “you” and “your” as used herein apply to such entity and, as applicable, such individual; and (b) you represent and warrant that the individual entering into these Terms has the power, right, authority, and capacity to enter into these Terms on behalf of such entity.

We may update or make changes to the Terms from time to time at our sole discretion (“Changes to the Terms of Service”). If we do, we’ll let you know by posting the updated Terms on the Site, to the Apps and/or may also send other communications. It’s important that you review the Terms whenever we update them, or when you use the Services. Continuing to use the Services after we have posted updated Terms means that you accept and agree to the changes. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

IF YOU SIGN UP FOR A SUBSCRIPTION, THEN YOUR SUBSCRIPTION WILL CONTINUE FOR THE DURATION SET FORTH AT THE TIME OF PURCHASE AND WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT OUR THEN-CURRENT FEES FOR THE APPLICABLE SERVICES UNLESS YOU OPT NOT TO RENEW YOUR SUBSCRIPTION BEFORE THE END OF THE SUBSCRIPTION PERIOD. ANY TERMINATION OF YOUR ACCOUNT OR DELETION OF THE MOBILE APPLICATION WILL NOT CANCEL YOUR SUBSCRIPTION, AND IS NOT AN OPT OUT OF THE RENEWAL OF YOUR SUBSCRIPTION. YOU MAY CANCEL YOUR SUBSCRIPTION OR OPT OUT OF THE RENEWAL OF A SUBSCRIPTION IN ACCORDANCE WITH SECTION 5.4 BELOW.

PLEASE BE AWARE THAT SECTION 12 OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT THAT WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

By accessing or using the Services you:

- agree to follow the [Community Guidelines](#) at all times while accessing or using the Services; and you understand and agree that Polarr reserves the right but not the obligation, in Polarr's sole discretion to: (a) investigate and determine whether a violation of the [Community Guidelines](#) has occurred; and (b) determine whether and to what extent to enforce the [Community Guidelines](#), including and up to when to terminate Users' Accounts and remove User Content. Notwithstanding the foregoing, Polarr may update or modify the [Community Guidelines](#) in its sole discretion;
- agree and consent to Polarr's collection and use of personal information as set forth in Polarr's [Privacy Policy](#);
- acknowledge and agree that we respect and value the intellectual property rights of creators and it is Polarr's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA") in accordance with Polarr's DMCA Policy, outlined in Section 2.8 of this document, the "Terms of Service".

The linked policies and terms set out in the foregoing are referred to herein as the "Supplemental Terms" and the Supplemental Terms, together with these Terms of Use are referred to herein as the "Agreement". If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Services.

1. USE OF OUR SERVICE

1.1 Eligibility. You may use the Services only if you are at least thirteen (13) years of age (or such other minimum age at which you can provide consent to data processing under the laws of your territory), and not otherwise barred from using the Services under applicable law. Any registration, use, or access to the Services by anyone under thirteen (13) is strictly prohibited and in violation of this Agreement. If your registration(s) with or ability to access the Services, or any other Polarr community is discontinued by Polarr due to your violation of any portion of the Agreement, you may not access or use the Services, and you agree that you will not attempt to re-register with or access the Services through use of a different member name or otherwise.

1.2 Polarr Account. For certain features of the Services you'll need to register an account on the Services ("Account"). It's important that you provide us with accurate, complete and current account information and keep this information up to date. To protect your account, keep the account details and password confidential and do not provide a third party access to your account, and notify us right away of any unauthorized use. You are not allowed to provide a third party access to your Account. You may never use another User's Account without permission. You are responsible for all activities that occur under your account. Polarr will not be liable for any losses caused by any unauthorized use of your Account. Your Account will allow you to access the applicable Services and functionality that we may establish and maintain from time to time and at our sole discretion. We may implement different types of Accounts for different types of Users. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Polarr.

1.3 Third Party Accounts. To the extent permitted by the function of the Services, you may link your Account with or register your Account using a valid account on a social networking service or on the app store or marketplace from which you downloaded the Mobile Software (e.g. Apple App Store, Google Play store, etc.) through which you have connected to the Services (each such account, a "Third-Party Account"). By connecting your Third-Party Accounts you are allowing us to access your Third-Party Account as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account (including, but not limited to, for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating us to pay any fees or making Polarr subject to any usage limitations imposed by such third-party service providers. By granting Polarr access to any Third-Party Accounts, you understand that Polarr may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Services that you have provided to and stored in such Third-Party Account ("SNS Content") so that it is available on and through the Services via your Account. Unless otherwise specified in the Agreement, all SNS Content shall be considered to be your User Content (as defined in Section 2.1) for all purposes of the Agreement. Depending on the Third-Party Accounts you choose to connect to the Services and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your Account. Please note that if a Third-Party Account or associated service becomes unavailable or Polarr's access to such Third-Party Account is terminated by you or the third-party service provider, then your Account and SNS Content may no longer be available on and through the Services. You have the ability to disable the connection between your Account and your Third-Party Accounts by accessing the applicable account settings page on the Third-Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND WE ARE NOT LIABLE FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Polarr makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any SNS Content.

1.4 Service Rules. You agree not to do any of the following:

- (a)** Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; (vii) promotes illegal or harmful activities or substances; or violates Polarr [Community Guidelines](#).
- (b)** Use, display, mirror or frame the Services or any individual element within the Services, the Polarr Content, the layout and design of any page or form contained on a page, or any other proprietary information of Polarr without Polarr's express written consent; Prisma
- (c)** With respect to the Polarr Content: (i) sell, resell or commercially use the Polarr Content; (ii) copy, reproduce, distribute, publicly perform or publicly display the Polarr Content, except as expressly permitted by Polarr; (iii) modify the Polarr Content, remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices or markings incorporated in or accompanying the Polarr Content, or otherwise make any derivative uses of the Polarr Content, except as expressly set forth in these Terms; or (iv) use the Polarr Content other than as expressly provided in these Terms.
- (d)** Access, tamper with, or use non-public areas of the Services, Polarr's computer systems, or the technical delivery systems of Polarr's providers;
- (e)** Attempt to probe, scan or test the vulnerability of any Polarr system or network or breach any security or authentication measures;
- (f)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Polarr or any of Polarr's providers or any other third party (including another user) to protect the Services;
- (g)** Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Polarr or other generally available third-party web browsers;
- (h)** Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (i)** Use any meta tags or other hidden text or metadata utilizing a Polarr trademark, logo URL or product name without Polarr's express written consent;
- (j)** Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (k)** Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

- (l) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (m) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (n) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (o) Impersonate or misrepresent your affiliation with any person or entity;
- (p) Violate any applicable law or regulation; or
- (q) Encourage or enable any other individual to do any of the foregoing.

1.5 Interactions with Other Users. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation to monitor disputes between you and other Users. You acknowledge and agree that you may be exposed to User Content of other Users that is inaccurate, objectionable, or otherwise unsuited to your purpose, and you agree that Polarr will not be liable for any harm or damages you allege to incur as a result of any third party User Content. You acknowledge and agree that Polarr will have no liability for your interactions with other Users, or for any User's action or inaction.

1.6 Changes to the Service. We may, without prior notice, change, or stop providing the Services or any portion thereof; or create usage limits for the Services or any portion thereof. We may permanently or temporarily terminate or suspend your access to the Services or any portion thereof (including the right to cancel any hosted sites) without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination of any portion of the Services for any reason or no reason, you continue to be bound by this Agreement until it is terminated and your Subscriptions will auto-renew and remain in effect until canceled in accordance with Section 5.4. Polarr expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels, in our sole discretion.

2. USER CONTENT

2.1 Posting Content. Our Services may allow you to post, edit, publish, submit, upload, transmit or otherwise make available on the service store or share ("Make Available") content such as text (in posts or communications with others), photos, images, photo filters, files, documents, graphics, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as ("User Content"). Polarr does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

2.2 Permissions to Your User Content. By making any User Content available through the Services you hereby grant to Polarr a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services. You also hereby grant each User of the Services a non-exclusive license to access your User Content through the Services and to use, reproduce, distribute, display, and

perform such User Content as permitted through the functionality of the Services and under this Agreement.

2.3 Your Responsibility for User Content. You are solely responsible for all your User Content. Polarr takes no responsibility and assumes no liability for any User Content that you or any other User or third party may Make Available. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Polarr on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that we are only providing a platform for you to Make Available your User Content. Polarr reserves the right, but is not obligated to reject and/or remove any User Content that we believe, in our sole discretion, violates this Agreement or is otherwise inappropriate for the Services.

2.4 Removal of User Content. You can remove your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

2.5 Restrictions. You agree not to Make Available any User Content or take any action using the Services that: (a) may create a risk of, glorify, encourage, or threaten violence, harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or self-harm to you or any other person or to any animal; (b) may create a risk of, threaten, glorify, or encourage any other loss or damage to any person or property; (c) may discriminate against, degrade, shame, or harass or encourage, glorify, or promote hatred or violence toward any person or any groups of persons; (d) contains or depicts sexual acts or sexually explicit or pornographic material, including, but not limited to, depictions of children in a sexual, sexualized, or nude state; (e) seeks to harm, exploit, or groom children by exposing them to inappropriate content or soliciting personally identifiable details or otherwise; (f) may constitute, contribute to, depict, or encourage a crime, illegal activity, or a violation or infringement of any third party's rights; (g) solicits or seeks to obtain or discloses the personal information of any other person; (h) you do not have the right to under any law or under contractual or fiduciary relationships; (i) deceptively impersonates another person or entity or contains information that is fraudulent or that you know is not correct and current; or (j) we deem to be otherwise unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable or in violation of the [Community Guidelines](#).

2.6 No Storage. Polarr has no obligation to store any of your User Content that you Make Available. We have no responsibility or liability for: (a) the deletion or accuracy of any User Content, including your User Content; (b) the failure to store, transmit, or receive transmission of User Content; or (c) except as described in our [Privacy Policy](#), the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to your User Content. In such cases, you are solely responsible for applying the appropriate level of access to your User Content. If you do not choose, the system may default to its most permissive setting. You agree that Polarr retains the right to create reasonable limits on our use and storage of the User Content, including your User Content, such as limits on file size, storage space, processing

capacity, and similar limits described on the Services or otherwise determined by us at our sole discretion

2.7 No Obligation to Pre-Screen Content and Investigations. Polarr is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including the User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We reserve the right, but are not obligated to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

2.8 DMCA/Copyright Policy. Polarr, Inc. (“**Polarr**”) respects the intellectual property rights of others and expects its users to do the same.

It is Polarr’s policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who repeatedly infringe the copyrights of others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Polarr will respond expeditiously to claims of copyright infringement committed using the Polarr website or other online network accessible through a mobile device or other type of device (the “**Sites**”) that are reported to Polarr’s Designated Copyright Agent, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Sites by completing the following DMCA Notice of Alleged Infringement and delivering it to Polarr’s Designated Copyright Agent. Upon receipt of the Notice as described below, Polarr will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Sites.

DMCA Notice of Alleged Infringement (“Notice”)

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Site(s) where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - o “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

- o "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Polarr's Designated Copyright Agent:

Designated Copyright Agent
c/o Polarr
75 E Santa Clara Street
STE 900
San Jose, CA 95113
United States
support@polarr.co

3. YOUR RIGHTS WITH RESPECT TO THE SERVICES

3.1 Mobile Application License. If you comply with these Terms, Polarr grants to you a limited non-exclusive, non-transferable, revocable license, with no right to sublicense, to download and install a compiled code copy of the Mobile Application on your compatible personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for your own personal non-commercial purposes. You acknowledge that Polarr may from time to time issue or require you to upgrade to an upgraded versions of the Mobile Software. You agree that the terms and conditions of this Agreement will apply to all such upgrades. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the Apps; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

3.2 Beta Services. We may make available certain Services, including Mobile Software, that allow you to access and use certain features, technologies, and/or services that are not yet generally commercially released (collectively referred to as the "Beta Services"). In addition to the other provisions in this Agreement, the following additional provisions in this subsection apply to the Beta Services:

(i) The license granted by Polarr under this Agreement with respect to the Beta Services will automatically terminate upon the release of a generally commercially available version of the applicable Beta Services, as otherwise set forth in this Agreement, or as determined by Polarr ("Beta Period"). Polarr may revoke, modify the permitted use of, or suspend your access to any Beta Services at any time and for any or no reason.

(ii) You acknowledge that the Beta Services, their existence, their features, their capacities, their capabilities, their thresholds, their limitations, and their mode of operation, any related materials provided by Polarr, any beta test results compiled by you, and any other technical, business, product, marketing, and financial information, plans, and data relating to the Beta Services are the confidential information of Polarr ("Beta Confidential Information"). You agree: (a) to hold the Beta Confidential Information in strict confidence; (b) not to disclose any Beta Confidential Information to any third parties except as authorized by Polarr in writing; and (c) not to use any Beta Confidential Information for your own use or for any purpose except as permitted under this

Agreement, including testing the Beta Services and providing feedback with respect to such Beta Services to Polarr. You agree to take all practicable measures to protect the secrecy of Beta Confidential Information and avoid disclosure or use of Beta Confidential Information other than expressly authorized herein, which measures will take the form of the highest degree of care that a reasonable person would apply to protect his, her, or its own information of a similar nature and importance. You agree promptly to notify Polarr in writing of any misuse or misappropriation of Beta Confidential Information that may come to your attention. All copies of electronic information and data, or tangible items including documents and magnetic media, containing or embodying Beta Confidential Information will be permanently destroyed upon the expiration or termination of the Beta Period or as otherwise requested by Polarr.

3.3 App Stores. With respect to any Mobile Software accessed through or downloaded from the Apple App Store (an “App Store Sourced Software”), you will only use the App Store Sourced Software (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Mobile Software access through or downloaded from the Google Play store (a “Google Play Sourced Application”), you may have additional license rights with respect to use of the Mobile Software on a shared basis within your designated family group. You agree to comply with all applicable United States and foreign laws related to use of the Mobile Software and the Services. You acknowledge and agree that the availability of the Mobile Software and the Services are dependent on the third party from whom you received the Mobile Software license, e.g., the Apple App Store or Google Play (each, an “App Store”). You acknowledge that this Agreement is between you and Polarr and not with the App Store. Polarr, not the App Store, is solely responsible for Services, including the Mobile Software, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Mobile Software, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the Mobile Software. You agree to comply with, and your license to use the Mobile Software is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using any Services, including the Mobile Software. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

3.4 Apple App Store. This section applies to any App that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party’s intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. 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; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

4. POLARR'S PROPRIETARY RIGHTS

4.1 Polarr's Intellectual Property. As between you and Polarr, the images, filters, photographs, videos, graphics, marks, logos, slogans, text, design and all other content and proprietary information we make available through the Services (collectively, the "**Polarr Content**") are owned and controlled by Polarr and subject to intellectual property rights and protection under applicable law. We retain all rights in and to the Polarr Content. If you comply with these Terms, Polarr grants to you a limited non-exclusive, non-transferable, revocable license, with no right to sublicense, to use the Polarr Content for your own personal use, subject to these Terms (the "**Polarr Content License**"). Any Use of the Polarr Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the Polarr Content License and may terminate any other right granted by Polarr under these Terms, in Polarr's sole discretion.

4.2 Feedback. You may choose to or we may invite you to submit feedback, modifications, suggestions, improvements, comments, ideas, or the like about Polarr, the Services, or our other products or services, including without limitation about how to improve the Services or our other products or businesses ("Ideas"). You hereby grant to Polarr a world-wide, royalty free, irrevocable, perpetual license to use, incorporate, or otherwise exploit any Ideas in any manner that we see fit.

5. PAID SERVICES

5.1 Fees. Polarr requires payment of a fee, via the purchase of a subscription ("**Subscription**"), for use of certain portions of the Services, and you agree to pay such fees.

5.2 Subscription. By purchasing a Subscription, you expressly authorize us or our third-party payment processor to charge you for such Subscription. We may ask you to supply additional information relevant to your Subscription, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information**"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you purchase a Subscription, you authorize us to provide your Payment Information to third parties so we can complete the transaction for such purchase, and to charge your payment method for the Subscription you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity to complete the transaction (such information is included within the definition of Payment Information). By purchasing the Subscription and initiating the related transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for the Subscription you chose are non-refundable and non-transferable, except as expressly provided in these Terms.

5.3 Recurring Subscription Fee. If you purchase a Subscription, you will be charged the monthly or annual Subscription fee, plus any applicable taxes, and other charges ("**Subscription Fee**"), at the beginning of your Subscription and each month or year thereafter, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE POLARR TO

INITIATE RECURRING NON-REFUNDABLE PAYMENTS. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Polarr. Your Subscription continues until cancelled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms.

Certain Subscription offerings may offer a free trial prior to charging your payment method, the period of which will be communicated to you via the Services. If you decide to cancel your Subscription before Polarr starts charging your payment method, you must cancel the Subscription before the free trial ends. Otherwise, you will be responsible for payment for the full term of the Subscription period.

5.4 Cancelling Subscription and Refunds. You may cancel your Subscription at any time via the Accounts Page in the Mobile Application or by following the instructions outlined [here](#), but please note that such cancellation will be effective at the end of the then-current Subscription period. YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. Polarr reserves the right to cancel your transaction for any reason. If we cancel your transaction, we'll refund any payment you have already remitted to us for such a transaction and you will need to initiate another transaction in order to purchase a Subscription. Without limiting the foregoing, you may cancel your Subscription at any time, You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Services will continue until the end of your then current Subscription period and will then terminate without further charges.

6. THIRD PARTY LINKS

Our Services may contain links to third-party websites, advertisers, information, materials, products, or services ("Third Party Links") that are not owned or controlled by Polarr. We do not endorse or assume any responsibility for any content or information on or from any Third Party Links. If you access a Third Party Link from the Service, you do so at your own risk, and you understand that this Agreement and Polarr's [Privacy Policy](#) do not apply to your use of such Third Party Links. You expressly relieve Polarr from any and all liability arising from your use of any Third Party Link, including your dealings with or participation in promotions of the applicable third party, payments to and delivery of goods from such third party, and any other terms (such as warranties) are solely between you and such third party. You agree that Polarr will not be responsible for any loss or damage of any sort relating to your dealings with such third parties.

7. INDEMNITY

You will indemnify and hold Polarr and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, or (c) your violation of these Terms. (d) any damage or harm or any violation of any third-party right, including any right of publicity or privacy or intellectual property right caused by you or your User Content; (e) your violation of any applicable law, rule or regulation; or (f) any other party's access and use of the Services with your unique username, password or other appropriate security code.

8. NO WARRANTY

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER POLARR NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, WHETHER OR NOT POLARR OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL POLARR'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR THAT ARE PAYABLE BY YOU TO POLARR FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO POLARR, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN POLARR AND YOU.

10. TERM AND TERMINATION

10.1 Term. The Agreement commences on the earlier of: (a) the date you first used the Services; and (b) the date you accepted the Agreement and will remain in full force and effect while you use the Services, unless earlier terminated in accordance with the Agreement.

1.2 Termination. We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time through the Mobile Application or by sending us an email at support@polarr.co. Upon any termination, discontinuation or cancellation of the Services or your account, your right to use the Services, including Mobile Application will automatically terminate. Polarr will not have any liability whatsoever to you for any suspension or

termination, including for deletion of your User Content. All provisions of the Agreement which by their nature should survive, shall survive termination of this Agreement, including without limitation, ownership provisions, warranty disclaimers, arbitration and governing law, and limitations of liability.

11. GOVERNING LAW

These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 12 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Polarr are not required to arbitrate will be the state and federal courts located in the County of San Francisco, and you and Polarr each waive any objection to jurisdiction and venue in such courts.

12. DISPUTE RESOLUTION

12.1 Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be resolved SOLELY BY BINDING, INDIVIDUAL ARBITRATION AND NOT IN A CLASS, REPRESENTATIVE OR CONSOLIDATED ACTION OR PROCEEDING. You and Polarr agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Polarr are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

12.2 Exceptions. As limited exceptions to Section 12.1 above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

12.3 Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

12.4 Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

12.5 Injunctive and Declaratory Relief. Except as provided in Section 12.2 above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

12.6 Class Action Waiver. YOU AND POLARR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

12.7 Effect of Changes on Arbitration. Notwithstanding the provisions outlined in Paragraph 4 regarding "Changes to Terms or Services" above, if Polarr changes any of the terms of this Section 12 "Dispute Resolution" after the date you most recently accepted these Terms, you may reject any such change by sending us written notice (including by email to support@polarr.co) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Polarr's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Polarr in accordance with the terms of this Section 12 "Dispute Resolution" as of the date you most recently accepted these Terms.

12.8 Severability. With the exception of any of the provisions in Section 12.6 of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

13. GENERAL

13.1 Reservation of Rights. Polarr and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

13.2 Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Polarr and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Polarr and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Polarr's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Polarr may freely assign or transfer these Terms without restriction.

Subject to the foregoing, these Terms will bind and insure to the benefit of the parties, their successors and permitted assigns.

13.3 Electronic Communications. By entering into this Agreement or using the Services, you agree to receive communications from us, including via email, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. The communications between you and Polarr may take place via electronic means, whether you visit the Services or send Polarr emails, or whether Polarr posts notices on the Services or communicates with you via email. For contractual purposes, you: (a) consent to receive communications from Polarr in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Polarr provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF OUR TEXTS, YOU MAY TEXT "STOP" FROM THE MOBILE DEVICE RECEIVING THE TEXT MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE SERVICES. HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING TEXTS MAY IMPACT YOUR USE OF CERTAIN FEATURES OF THE SERVICES.

13.4 Limitation Period. YOU AND Polarr AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, THE SERVICES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

13.5 Notice. Where Polarr requires that you provide an email address, you are responsible for providing Polarr with your most current email address. In the event that the last email address you provided to Polarr is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Polarr's dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Polarr at the following address: 75 E Santa Clara St. STE 900, San Jose, CA 95113. Such notice shall be deemed given when received by Polarr by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

13.6 International Users. The Services are controlled and operated from its facilities in the United States. Polarr makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export control, import, and trade sanctions regulations. You may not access or use the Services if you are located or resident in a country or territory subject to an embargo by the United States government (including, but not limited to, Cuba, Iran, North Korea, Syria, or the Crimea Region), or are an individual or entity designated as a blocked or prohibited party by the United States government including, but not limited to, designation on the Specially Designated National and Blocked Persons ("SDN") List or Foreign Sanctions Evaders List by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"), or the Entity List, Denied Persons List, or Unverified List by the Bureau of Industry and Security of the U.S. Commerce Department ("BIS"). Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

13.7 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In

particular, but without limitation, the Services may not be exported or re-exported: (a) to any countries or territories subject to a U.S. government embargo (including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea Region) (“Embargoed Countries”); or (b) to any individual or entity on the SDN List or Foreign Sanctions Evaders List maintained by OFAC or the Denied Persons List, Entity List, or Unverified List maintained by BIS (collectively, “Prohibited Party Lists”). By using the Services, you represent and warrant that: (i) you are not located in an Embargoed Country; and (ii) you are not listed on any Prohibited Party Lists. You also will not use the Services for any purpose prohibited by U.S. law, including for the development, design, manufacture or production of missile, nuclear, chemical or biological weapons. You acknowledge and agree that products, services, or technology provided by Polarr are subject to the export control and trade sanctions laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Polarr products, services, or technology, either directly or indirectly, to any country or person in violation of such laws and regulations.

13.8 Waiver of Rights. Polarr’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Polarr. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

14. CONTACT INFORMATION

If you have any questions about these Terms or the Services, please contact Polarr at support@polarr.co.