

Terms of use

Please find the legal information and terms and conditions of the Photomyne service, here below

IMPORTANT: BY USING THE SERVICES (AS DEFINED BELOW) YOU INDICATE YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT USE THE SERVICES. PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

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Welcome to Photomyne where you can scan your old photo albums/slides/paintings/images/negatives and store your photos and videos!

1. Acceptance of Terms

The following instrument consists of the terms and conditions governing your ("**you**") access to and use of the Photomyne Ltd. ("**Photomyne**" and all references, as the context requires, to "**we**", "**us**" or "**our**") proprietary applications known as "Photomyne" and/or "Photo Scanner Plus" and/or "Photo Scan App by Photomyne" and/or "SlideScan by Photomyne" and/or "Colorize - Color to Old Photos" and/or "FilmBox by Photomyne" and/or "Photomyne Share" and/or "FridgeArt Kids Art Scanner" and/or any other app under the Photomyne brand, its Social Media accounts, and its website available at: photomyne.com and the content, features, software, related technology and services therein (collectively, the "**Services**"). You may access the Services through a computer, mobile phone, tablet, or other technology, which we refer to here as a "Device". Your carrier's normal rates and fees apply to your Device. These Photomyne Terms of Use together with the Photomyne Privacy Policy, available at the following URL: photomyne.com/privacy-policy (collectively, the "**Terms**") constitute a binding agreement between you and Photomyne (the "**Agreement**"), and by continuing to use and/or utilize the Services (in whole or in part) in any way or manner you agree to abide by, and that you are bound, by these Terms. **If you do not understand and/or agree to these Terms, you should immediately exit the Services and avoid making any use of the Services.**

Our collection and use of personal information in connection with your access to, and use of the Services is described in our [Privacy Policy](#).

We may unilaterally change or add to the provisions of these Terms at any time. In the event of a material change, we will notify you via email or by means of a prominent notice on our website or application. You should check our Services periodically and review changes to the Terms at the following

URL: photomyne.com/terms-of-use. By continuing to use the Services following such modifications, you agree to be bound by such modifications. If you do not accept the modifications, please stop using the Services.

2. The Services

- Photomyne allows users to scan, upload, share (subject to the limitations set forth in these terms pertaining to AI-generated or AI-enhanced images) and store photos taken from old photo albums, shoeboxes, slides, paintings, images, negatives or any other physical or digital storage. The Services may be provided either for a fee or free of charge, at Photomyne's sole discretion. In order to provide the Services, we may require that users first provide certain personal information, which we determine is reasonably necessary. Although You are under no obligation to provide such personal data to Us or register with the Services, you will not be able to benefit from the **full** suite of the Services. You must be at least 18 years of age, or the age of legal majority where you reside if that jurisdiction has an older age of majority, to register to the Services. If you are under the age of 18 or the age of legal majority where you reside if that jurisdiction has an older age of majority, you must provide a verifiable parental consent (or legal guardian) to Photomyne prior to using our Services. In order to ensure that your rights are properly protected and to meet our compliance obligations with applicable data privacy laws, you must notify us promptly if your age is lower than 18 years, using the contact information under "Contacting Us" section below.

NOTICE PURSUANT TO THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT OF 1998

The Services are not directed to individuals under the age of 13, nor do they contain information which would be potentially harmful to minors in any way. However, we advise all visitors to the Platform under the age of 13 not to disclose or provide any Personally Identifiable Information. In the event that Photomyne discovers that a child under the age of 13 has provided Personally Identifiable Information to us, we will delete the child's Personally Identifiable Information in accordance with the Children's Online Privacy Protection Act of 1998.

To the extent that you upload Materials or other data featuring or about a current child under 16, we may collect this information. You may not upload

any Materials featuring children under 16 unless you are their parent or legal guardian.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your Internet Service Provider for more information.

- You agree to maintain accurate, complete, and up-to-date information in your user account. Your failure to maintain accurate, complete, and up-to-date user account information may result in your inability to access and use the Services.
- You are solely responsible for any actions performed in the Services under your user name and password. Keeping your password safe is your sole responsibility. If you have any reasons to suspect that your password was discovered by any third party or that there was an unauthorized access to your account you must immediately notify Photomyne using the contact information under “Contacting Us” section below; and you must immediately modify your login information, so long as you still have access to your account. If you are locked out of your account, please notify Photomyne of that as well.
- Please note, that if you access or download any of the Photomyne applications from the Apple App Store, you will need to agree to [Apple’s Licensed Application End User License Agreement](#). Photomyne is not affiliated with Apple and this link is provided to you here for your convenience only. Android apps are not required by Google Play to include an End User License Agreement.

3. License and Limitations of Use

- a. Subject to the terms and conditions set forth herein, Photomyne hereby grants to you, and you accept, a personal, nonexclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license to: (i) download, install and use one copy of each of the Photomyne applications on each Device that you own or control for your use and access of the Services, and (ii) make personal non-commercial use of the Services, only according to the terms of these Terms. Photomyne reserves the right, in its sole discretion, to determine whether you are using the Services in a responsible and appropriate way, in

accordance with these Terms. The license shall be granted until terminated in accordance with the terms hereof. Any rights not expressly granted herein are reserved by Photomyne and Photomyne's licensors. Any violation of the terms of these Terms is grounds for immediate termination of this limited license and your account, and may result in legal action by Photomyne.

b. You hereby declare that you are at least eighteen (18) years of age, or the age of legal majority where you reside if that jurisdiction has an older age of majority. In order to ensure that your rights are properly protected and that we comply with our obligations under the applicable data privacy laws, you must notify us promptly if you are younger than 18 years of age, using the contact information under "Contacting Us" section below.

c. You undertake to use the Services solely for your own personal and non-commercial use and for no other purpose whatsoever. Except as specifically permitted herein, you agree not to (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share any of your rights and obligations under these Terms with/to any third party; (ii) transfer, distribute, scrap, copy, all or any part of the Services or the Photomyne IPR (as defined below); (iii) link to, mirror, or frame any portion of the Services; (iv) make use of the Services or distribute any part thereof in any jurisdiction where same are illegal or which would subject Photomyne or its affiliates to any registration requirement within such jurisdiction or country; (v) use, or encourage, promote, facilitate or instruct others to use the Services for any illegal, harmful or offensive use; (vi) transmit or upload any viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; (vii) visit or access the Services through, or use with the Services any, unauthorized means, services or tools, including, without limitation, any data mining, robots, or similar automated means or data gathering and extraction tools, including, without limitation, in order to extract for re-utilization of any parts of the Services; (viii) access the Services in a manner that utilizes resources more heavily than would be the case for an individual person for example through storage in excess of what would be reasonable for a personal photo or video collection and use of bandwidth in excess of what could be used via normal usage, (ix) publish, send, or facilitate the sending of any unsolicited mass messages, promotions, advertisements, or solicitations (like spam), including commercial advertising and informational announcements; (x) distribute, upload, transmit, submit, publish, send, or facilitate the sending of inappropriate, inaccurate, misleading, pornographic, fraudulent, libelous, defamatory, offensive, threatening, vulgar, obscene, abusive or otherwise illegal content or content which infringes Intellectual Property Rights (as defined below) of third parties or

their right for privacy or publicity, impersonates any third parties or casts any third parties in false light; (xi) copy, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), make any attempt to discover the source code of, the Services and/or any other software available on the Services or create derivative works thereof; (xii) create false personas, multiple identities, multiple user accounts, set up an account on behalf of someone other than yourself; (xiii) attempt to obtain private information from other users in any form or manner whatsoever; (xiv) attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Services; (xv) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks; (xvi) interfere with or damage the Services, including, without limitation, through the use of viruses, spyware, malware, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, or methods that in any way reproduce or circumvent the navigational structure or presentation of the Services; (xvii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services; and/or (xviii) remove, change or modify any trademarks from or attach any additional trademarks to the Services; (xix) breach or circumvent any applicable laws or regulations, agreements with third parties, third parties rights or pursuant to our Terms.

d. You shall not use generative AI features in order to create fake photos for publication or distribution in any media (other than sharing strictly for personal use to your family and friends, or on your social media account, with an express disclaimer that the image is AI-generated), for fraud or deception or in order to demean any third party.

e. You are solely responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the Services. Photomyne does not guarantee continuous, uninterrupted or secure access to the Services, or that the Services, or any portion thereof, will function on any particular hardware or devices. The Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications and may be interfered with by numerous factors outside or within Photomyne's control.

4. Submitted Information and Materials

a. SUBMITTED INFORMATION AND MATERIALS. You shall have sole responsibility and liability for Submitted Information and Materials (as defined

below). Any Submitted Information and Materials (including your photos) provided by you remain your property. You acknowledge that Photomyne has no obligation to monitor the access to or use of the Services by any user or to review, disable access to, or edit any Submitted Information and Materials (as defined below).

b. Photomyne does not endorse and shall not be liable for any and all parts of the Submitted Information and Materials, but has the right to review, monitor, remove or edit any of the Submitted Information and Materials, at its sole discretion, without notice to you in order to (i) operate, secure and improve the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure user' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Submitted Information and Materials that it determines is harmful, abusive, disruptive, offensive, objectionable or threatens the safety of, users of the Service; or (v) as otherwise set forth in these Terms. You agree to cooperate with and assist Photomyne in good faith, and to provide us with such information and take such actions as may be reasonably requested by Photomyne with respect to any investigation undertaken by Photomyne or a representative of Photomyne regarding the use or abuse of the Services.

c. By using the Services you accept the risk that you might be exposed to content that is inaccurate, offensive, indecent, objectionable, or otherwise inappropriate. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Photomyne with respect to such content.

d. **LICENSE TO YOUR SUBMITTED INFORMATION AND MATERIALS.** Without derogating from your ownership of the Submitted Information and Materials, by submitting or transmitting any Submitted Information and Materials to or through the Services, you grant Photomyne, a non-exclusive, worldwide, fully paid-up, royalty-free, sublicensable and transferable license, with the right to use, copy, reproduce, publish, publicly perform, publicly display, digitally perform, modify, directly or through third parties, create derivative works of your Submitted Information and Materials for the purpose of providing the Services and for related business purposes disclosed in these Terms. You further represent that you have full rights to grant such a license to Photomyne, including the rights to license the image and likeness of any person appearing in the Materials that you upload. Such license will apply to any form, media, or technology now known or hereafter developed. Any and all sublicenses granted pursuant to this

license shall be perpetual and irrevocable and survive the termination of this license and/or these Terms. Except as needed to provide the Services, we will not use your Submitted Information and Materials except for Submitted Information and Materials that you made public ("Public Material"). If you make any Public Material, you agree that the foregoing license, as applicable to Public Materials, will automatically become perpetual and permit Photomyne to fully exploit Public Materials for any editorial and advertising purposes at its sole discretion, including promotion, marketing, providing and improving our Services, in accordance with and subject to, applicable law, all without credit. You hereby waive any moral rights and rights to consideration or royalties in and to all Public Materials and undertake not to assert any claim against Photomyne in respect of Public Materials and their use. Please note that copies of Submitted Information and Materials shared with others or made publicly by you, as Public Material or otherwise, may remain for a reasonable period of time on our website and applications and in our archives for backup, archival, or audit purposes even after you delete the content from your account, in accordance with and subject to, applicable law. To the extent your Public Material was shared as part of completed email and other promotional campaigns, please note that we will not be able to remove such completed campaigns from circulation.

e. Following termination or deactivation of your account, or if you remove any Submitted Information and Materials, we may keep your Submitted Information and Materials for a reasonable period of time for backup, archival, or audit purposes.

f. Except as provided within these Terms and except for your Submitted Information and Materials, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Services.

g. REPRESENTATIONS AND WARRANTIES. You represent and warrant to Photomyne that your Submitted Information and Materials (including all content, images, likenesses, trademarks, and technology contained therein): (i) comply and will at all times comply with all applicable laws, rules and regulations, the Terms and do not and will not infringe the rights of any third party, including any intellectual property rights and the rights of publicity or privacy, including right not to be cast in false light, (ii) do not and will not contain any threatening, offensive, racist, hateful, violent, obscene, libelous, defamatory or otherwise inappropriate or illegal content, (iii) are and shall be free from any restrictions, third party rights, payment obligations and/or royalties (including, without limitation, to any collecting societies). You agree to pay for all royalties, fees, and

any other monies owed to any person by reason of content you post on or through the Services.

"Submitted Information and Materials" shall mean any and all material, text, photographs, slides, paintings, images, negatives, videos, sound, music and information (including audio information and content) or other data and/or Materials and/or content provided and/or uploaded and/or transmitted and/or submitted and/or published and/or otherwise made available by you and/or on your behalf.

5. Ownership of Proprietary Rights

Except for Feedback (defined below) and Submitted Information and Materials, all of the content on the Services - including text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, stickers, general artwork and other content ("Content") - is owned by Photomyne or others we license Content from or fairly use, and is protected by copyright, trademark, patent and other laws. All the Intellectual Property Rights (as defined below) evidenced by or embodied in and/or contained and/or subsisting in and/or attached/connected/related to the Services, including, without limitation, any underlying software, platforms, algorithms, technology, application and website design, any information, services, texts, files, sound, music, videos, content (other than the Submitted Information and Materials), various applications, social graphs, organization, structure, specifications, application "look and feel", features and related content that may be created in connection with the use of or registration to the Services, including the selection and arrangement of any of the foregoing, any modifications, enhancements, improvements and derivatives thereof and all Intellectual Property Rights related thereto (collectively, the "**Photomyne IPR**") are the property of Photomyne and/or its respective affiliates which retain all right, title and interest in connection therewith.

No transfer or grant of any rights and obligations is made or is to be implied by any provision of these Terms or by any other provision contained in the Services with respect to the Photomyne IPR or otherwise. You agree not to change or delete any ownership notices from materials downloaded or printed from the Services.

To the extent Photomyne approves the download or use of content comprised of copyrights or copyrightable works, Photomyne grants you a limited, personal,

non-transferable, non-sublicensable, non-commercial, and revocable license to access and use such copyrights or copyrightable works solely for their intended purpose and solely for as long as Photomyne makes such Content generally available to the public. You do not acquire any ownership rights in the Content (including any trademarks or other intellectual property included in the Content), and all such Content is intended for personal, non-commercial use. Photomyne reserves the right to monitor your use and to alter or revoke this license or your access to the Content at any time and for any reason. Any violation of these Terms shall be deemed a revocation of a license to the Content from its beginning. Photomyne reserves the right to take down any Content in violation of these terms or Photomyne's intellectual property rights. Photomyne allowing you this limited use does not constitute a waiver of any of Photomyne's rights to the Content.

Outside of the specific usage rights granted to you by Photomyne in connection with the Services, or in connection with any specific use authorized by us in writing, you agree not to use, copy, edit, translate, display, distribute, download, transmit, sell, create derivative works of, or in any way exploit any Content, including Feedback (unless it is your own content that you legally publish on the website, social media, or related applications), without Photomyne's prior written consent. Unauthorized use of the Content may constitute a breach of these Terms and a violation of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties.

"Intellectual Property Rights" means worldwide (a) rights associated with works of authorship, designs and photography, including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress and goodwill rights whether or not registered; (c) patents, patent applications and industrial designs; (d) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

6. Suggestions

We appreciate hearing from our users and welcome your comments regarding the Services. Notwithstanding anything to the contrary herein, please be advised, however, that if you send us ideas, suggestions, inventions, or materials regarding the Services ("Feedback"), you hereby explicitly agree that: (a) your Feedback

does not contain confidential or proprietary information; (b) you represent and warrant that you have the right to post and/or submit your Feedback; (c) you grant Photomyne a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide license to use any name, image or likeness of any person that appears in the Feedback, for any purpose, including commercial use, which includes the right to translate, display, reproduce, modify, sublicense, distribute and assign these rights; (d) your Feedback automatically becomes the property of Photomyne without any obligation of Photomyne to you, with no right of attribution and no right to compensation; (e) Photomyne is not under any obligation of confidentiality relating to the Feedback, either express or implied; (f) Photomyne, in its sole discretion, shall be entitled to use the Feedback in any way, manner, purpose or otherwise, worldwide, without any further approval or compensation; (g) Photomyne may have under consideration or development similar ideas to the Feedback; and (h) you are not entitled to any compensation or reimbursement of any kind from Photomyne in exchange for the Feedback. You represent and warrant that you have the right to use each name, image or likeness of any person that appears in your Feedback.

Further, Photomyne may access and use the Services and any information stored thereon, including the contents of any Feedback, for any lawful purpose. Further, we may disclose the contents of any Feedback to any third party, including any law enforcement agency, to protect our rights or property, or for any other reason.

Photomyne is not responsible for any Feedback others post. Photomyne may, in its sole discretion, remove any Feedback at any time. You understand that deleted Feedback may persist in Photomyne's systems and on our social media to the extent your Feedback has been publicly posted or shared with others who have not deleted it, unless you or the relevant individual request deletion or blocking of personal data in accordance with applicable law.

7. User Warranties and Representations

You represent and warrant to Photomyne that: (a) you have, and will have at all times, all right, title and interest necessary to grant to Photomyne any and all licenses hereunder for the purposes contemplated by these Terms; (b) you have, and will have at all times, all permits, licenses, and consents required in connection with the receipt and use of the Services and as required to fulfill your obligations and grant to Photomyne any and all rights, licenses and consents

hereunder, including, without limitation, in respect of the Submitted Information and Materials, and Feedback; and (c) you and your use of the Services comply, and at all times, will comply with all applicable laws, rules, regulations, statutes, and ordinances.

8. Privacy

a. Photomyne's privacy practices are governed by Photomyne's privacy policy, the most updated copy of which can be found at photomyne.com/privacy-policy ("Privacy Policy"). This privacy statement applies solely to information uploaded by to the Services or otherwise collected by us. For more information regarding our data handling practices, to receive additional notices under privacy laws (including state and country-specific disclosures), and rights that may be available to you, please see our Privacy Policy.

b. The Services may contain links to third-party websites or resources which may be subject to different terms and conditions and privacy practices. The Privacy Policy does not purport to cover all information and practices exercised by other providers of products or services, advertisers or other websites, or companies/people that Photomyne does not own or control, or does not employ or manage. Photomyne would like to emphasize that Photomyne is not and cannot be responsible or liable for the availability or accuracy of the content or the privacy policies of third party web sites to which it may link or websites that link to the Services. Should you need any additional information in this regard, we recommend you to carefully read the terms of use and privacy policies of such third parties and/or App Platforms before using their services and connecting to the Services.

9. Artificial Intelligence (AI) Tools Policy

a. When you use the Services, you may use several features that use artificial intelligence (AI), such as auto-cropping, auto-rotating, enhancing, coloring, animating, sharpening, automatically detecting the location and time a photo was taken, and more.

b. Some of these features utilize generative AI. When using the Apps, we may collect information about you, including your name, age, the photographs or images you choose to provide when you use the Services, via your Photomyne library or your device gallery/camera roll (if you authorize access to it). Your photo

albums are not collected even if you grant us access to your device gallery/camera roll.

c. **Input:** To provide certain outputs on our features, our generative AI technology may use image inputs provided by you ("**Input**", and the content generated by the generative AI technology based on such Input, the "**Output**"). We may also ask you to provide the name, gender and approximate age of the people in the images you include in the Input. You are solely responsible for the Input. By submitting Input, you represent and warrant that (i) you have all necessary rights in the images to use them as Input, (ii) the Input is not intended to produce an output that consists of a third party's intellectual property (unless you have such third party's permission), (iii) you have complied with applicable data protection laws relating to the subjects of the images in the Input, and (iv) the Input does not violate applicable law. We may, but are not obligated to, review the Input as part of or prior to generating Output. As between you and us, you own the Input, and, by providing such Input, you instruct and give us the right and license to host and use your Input for the purposes of generating the Output.

d. **Metadata:** While we do not require or request any metadata attached to the files you upload, metadata (including, for example, geotags) may be associated with your photographs or other files by default.

e. **Technology:** The AI models for some of our AI features (such as auto-cropping, auto-rotating, enhancing and more) run on your device. The AI models for other features (such as the animation feature and the AI Couple Portrait feature) run on the servers of our third party service providers. You acknowledge that any Input you provide, including any personal data you choose to include within that Input, will be shared with third party service providers we engage to enable functionality within the Service. By using the Services, you direct and consent to such transfer.

f. **Output.** You are fully responsible for the generation and use of the Output. You may not use any Output in violation of applicable law or these Terms, including our Acceptable GenAI Use Policy. We may, but are not obligated to, review any Output prior to your use and may include watermarks or other metadata in your Output. If we include such watermarks or other metadata, you may not remove them. Use of any Services that utilize generative AI technology may produce Output that is unexpected, undesirable, or unsuited for your use. Due to the nature of generative AI technology, the Output may not be unique to you, and other users may generate the same or similar Output.

g. No AI/ML training. You shall not (and shall not permit others to) use any Output or other data received from our generative AI technology to, directly or indirectly, create, train, test, or improve any machine learning or artificial intelligence algorithms, models or systems (except, for the avoidance of doubt, the training and improvement of our AI technology by your normal use of our AI technology). Without limiting the foregoing, you shall not, and shall not permit others to, reverse engineer or extract any components of our AI technology, including its models or training data.

h. Acceptable GenAI Use Policy. While using any Services that utilize generative AI technology, you shall not create (including as Output), use (including as Input), or attempt to create or use any of the following content (our “**Acceptable GenAI Use Policy**”):

1. Illegal, unethical, or offensive content;
2. Private or confidential content to which you do not have the necessary rights;
3. Obscene content;
4. Harassing or disparaging content;
5. False, misleading, or fraudulent content;
6. Threatening or violent content;
7. Content which promotes illegal or harmful activities;
8. Content which violates or harms any person;
9. Any other content which we inform you is prohibited.

i. Disclaimer. WITHOUT LIMITING ANYTHING IN SECTION 12, BY USING ANY SERVICES THAT UTILIZE GENERATIVE AI TECHNOLOGY, YOU ACKNOWLEDGE AND AGREE THAT THE OUTPUT IS GENERATED BY AN ARTIFICIAL INTELLIGENCE SYSTEM AND THAT WE HAVE NOT REVIEWED OR VERIFIED THE ACCURACY OF THE OUTPUT. WE EXPRESSLY DISCLAIM ANY WARRANTY OR GUARANTY AS TO THE OUTPUT, INCLUDING AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, NON-INFRINGEMENT OR AVAILABILITY, AND WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY ARISING FROM YOUR USE OF THE OUTPUT OR ANY ERRORS OR OMISSIONS CONTAINED IN THE OUTPUT.

10. Payments and Taxes

The Services include features that are subject to payment. The prices may be changed, from time to time, at Photomyne's sole discretion. The price which will apply to your order will be the price presented at the time of payment. Payment can be made only through the Services via a third party payment interface. If any of your payments is not successfully processed for any reason, Photomyne may, without derogating from any other right or remedy afforded to it, suspend or block your account.

The prices may not include any taxes or charges. If any taxes or charges apply to your payments you shall exclusively bear those taxes and charges.

11. Refund and Cancellation Policy

a. Cancellation Terms

You have the right to cancel your subscription at any time, although we will be sad to hear that you decided to cancel your subscription. In order to cancel your subscription, just follow the steps below. This will stop your subscription from renewing after the current subscription period ends. (If you were looking for steps on how to request a refund instead, please see section b below).

1. For Apple App Store Purchases:

- Launch the Settings app on your iPhone or iPad
- Tap your name
- Tap on Subscriptions and choose the App
- Tap on "Cancel Subscription"

2. For Google Play Purchases:

- Open the Google Play Store on your Android device
- Make sure you're signed into the correct Google Account

- Tap Menu and then Subscriptions
 - Select App
 - Tap Cancel subscription
 - Follow the instructions
3. For purchases made via our web payment system:
Note: website access is currently available for the Photomyne, FilmBox, SlideScan, and Colorize apps.
- Go to portal.photomyne.com/portal/login.
 - Choose the relevant app in the app name field, then log in. Use the same login method with which you registered - email and password, phone number, Apple account, or Google account.
 - Once logged in, tap your name in the top-right, and tap plan/billing in the menu to view your account details.

If you need further assistance, Contact our customer support at support@photomyne.com.

For instructions and FAQs on cancelling your subscription, please go to: <https://intercom.help/photomynefaq/en/articles/4067940-manage-my-account>.

Please note that uninstalling the app does not automatically cancel your subscription.

b. Refund Terms

1. For Apple (App Store) Purchase:

With just a few quick steps, you can request a refund through Apple's App Store:

- Go to Apple's problem reports page:
<http://reportaproblem.apple.com/>
- Log in with your Apple ID username (typically your email address) and password
- Tap or click “I'd like to”
- Choose “Request a refund”
- Choose the reason why you want a refund, then choose Next
- Choose the App, then choose Submit

Or

- Search your inbox for the Apple invoice for the Photomyne account purchase. The subject line of the email is usually “Your invoice from Apple.”
- Open that invoice email and look for the Report a problem link under the app's name. Click that.
- The next page will list your App Store purchases in the past 90 days. Each purchase entry has a Report a problem button next to it. Click the button next to Photomyne.
- In the reason dropdown menu, select the relevant reason and continue.

Refund on payments made through the App Store are in accordance with the Apple's App Store terms and conditions, and may differ between different jurisdictions. You can also speak directly with Apple Customer Support concerning the refund process if you have any further questions.

2. For Android (Google Play) Purchase:

You can request a refund directly by following these steps on Google Play:

- Go to play.google.com.
- At the top right, click your Profile picture.
- Click Payments & subscriptions.
- For the order you want to return, click Report a problem.
- Select the option that describes your situation.
- Complete the form and note that you'd like a refund.
- Click Submit.

If you have any trouble, please reach out to our team with the invoice that you received from Google which includes the GPA number, at support@photomyne.com. Refund on payments made through the Google Play Store are in accordance with the Google Play Store terms and conditions, and may differ between different jurisdictions.

3. For purchases made via our web payment system:

To request a refund, you must reach out to customer support at support@photomyne.com.

Photomyne does not provide any partial or full refunds once the subscription period has started, except as otherwise specified in the Terms of Use or under special circumstances, in Photomyne's sole discretion on a case-by-case basis. However, when signing up to a subscription for the first time, you

have a right to a fourteen (14) day “cooling-off period”, subject to applicable laws, in which you can request and receive a refund. The “cool-off period” would apply only from the initial date when the subscription services has been delivered, which is the date when you sign up for a subscription plan. You may only use this right once, at the first purchase engagement with Photomyne, following the 14-day period, you will be subject to this Refund and Cancellation Policy. Notwithstanding the above, the cool-off-period will cease when and if you use the paid services, the right to receive a refund within the 14-day period is subject to not using the paid-services.

If a full or partial refund is granted, please note that your auto-renewal will then also be cancelled, and your subscription will be immediately stopped, and you will lose access to the service.

c. General: Refunds will only be issued to the payment method used to purchase the subscription, and in accordance with the applicable policy (Apply policy, Google Play Policy, or this Refund and Cancellation Policy For purchases made via our web payment system).

12. Disclaimer

IF YOU CHOOSE TO USE THE SERVICES YOU DO SO VOLUNTARILY AND AT YOUR SOLE DISCRETION.

YOU AGREE THAT YOUR USE OF THE SERVICES AND/OR PHOTOMYNE IPR SHALL BE AT YOUR OWN RISK. THE SERVICES, INCLUDING, WITHOUT LIMITATION THE PHOTOMYNE IPR, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PHOTOMYNE DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

PHOTOMYNE DOES NOT WARRANT THAT THE PHOTOMYNE IPR AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THESE SERVICES OR THE SERVER(S) THAT MAKES THESE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

PHOTOMYNE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE PHOTOMYNE IPR AND/OR SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES OR THE USE OR THE RESULTS OF THE USE OF THE PHOTOMYNE IPR AND/OR SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THEIR CORRECTNESS, SECURITY, COMPLETENESS, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE SERVICES AND/OR ANY OF THE PHOTOMYNE IPR AND/OR ANY GOOD OR SERVICE OBTAINED THROUGH THE USE OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, BY SAVING YOUR OLD PHOTO ALBUMS, SLIDES, PAINTINGS, IMAGES, NEGATIVES, SHOEBOXES AND/OR ORDERING ALBUMS) AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY SUCH CLAIM, DAMAGE, LOSS, OR HAZARD. **ALSO, NOTHING CONTAINED ON THE SERVICES SHALL BE INTERPRETED AS ADVISING YOU.**

PHOTOMYNE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT, THE SERVICES AND/OR PHOTOMYNE IPR WILL MEET YOUR REQUIREMENTS, YOUR USE OF THE PHOTOMYNE IPR AND/OR SERVICES WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE, ANY INFORMATION OR MATERIALS OBTAINED THROUGH OR FROM PHOTOMYNE IPR AND/OR THE SERVICES WILL BE ACCURATE OR RELIABLE, ANY DATA OR SOFTWARE ERRORS WILL BE CORRECTED, AND THAT PHOTOMYNE WILL CONTINUE TO SUPPORT ANY PARTICULAR FEATURE OF THE SERVICES.

PHOTOMYNE DOES NOT REPRESENT OR GUARANTEE THAT THE PHOTOMYNE IPR AND/OR SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND PHOTOMYNE DISCLAIMS ANY LIABILITY RELATING THERETO.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT

APPLY TO YOU. IN SUCH CASE, THE EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM IT CAN UNDER THE LAW.

You are solely responsible for any damage to your Device resulting from accessing the Services, to the extent applicable law does not provide otherwise. We hope you enjoy and get the full benefit of the Services; however, we do not guarantee any particular results.

13. Limitation of Liability

a. To the extent they apply to you, to the maximum permitted under law, under no circumstances whatsoever will Photomyne and/or its affiliates and/or their respective partners, officers, directors, employees, shareholders, agents, licensors, subcontractors and/or suppliers be responsible or liable to you or to any other entity, even if advised of the possibility of such damages, under any legal theory, whether contract, tort or otherwise, for any direct, compensatory, indirect, incidental, or consequential damages, including, but not limited to, any lost profits and/or lost business opportunities, business interruption, loss of revenue, income, goodwill, use, data (or corruption of data), or other intangible losses, special, exemplary, or punitive damages, or personal injury or property damage, that result from or relate in any manner whatsoever to your use of the services and/or reliance on the Services and/or the Photomyne IPR and/or your inability to access and/or use of the Services, including, without limitation, any errors, inaccuracies, omissions, defects, security breaches, or any other failure to perform by Photomyne and/or to any other matter relating to the services and/or Photomyne IPR. Photomyne and/or its affiliates and/or their respective partners, officers, directors, employees, shareholders, agents, licensors, subcontractors and/or suppliers shall not be liable for delay or failure in performance resulting from causes beyond Photomyne's reasonable control. Without limiting the foregoing, in no event shall Photomyne and its affiliates' total liability to you in connection with the Services and/or Photomyne IPR for all damages, losses and causes of action exceed (a) the amount (if any) paid by you to Photomyne over the course of six months immediately preceding the event which gave rise to the liability; or (b) one U.S. dollars (US\$1), whichever is less. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

b. You are solely responsible for your interaction with other Photomyne users (or any person with respect to submitted information and materials you made public). To the extent allowed by applicable law, we are not responsible for your interactions with other users of the Services or any damage or harm you may

experience because of these interactions. If you have a dispute with any other user of the services and/or Photomyne IPR or any person with respect to submitted information and materials you made public), you agree that Photomyne and/or its affiliates and/or their respective partners, officers, directors, employees, shareholders, agents, licensors, subcontractors and/or suppliers shall not be liable for any claims or damages arising out of or connected with such a dispute. Photomyne reserves the right, but has no obligation, to monitor any such dispute between two or more users, arising out of their use of the services.

c. The limitations of damages set forth above are fundamental elements of the basis of the engagement between Photomyne and the user. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

d. You recognize and agree that the warranty disclaimers and liability and remedy limitations in these terms are material bargained for basis of these terms and that they have been taken into account and reflected in the decision by you to enter into these terms.

e. Nothing in the Terms shall be construed to suggest the existence of a partnership, joint venture, or agency relationship between any user and Photomyne.

f. We do not represent or warrant that the Services or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access our Services do so on their own initiative and at their own risk, and are responsible for complying with all applicable laws, rules and regulations. We may limit the availability of the Services, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

14. Indemnification

To the extent they apply to you, you agree to defend, indemnify and hold Photomyne and its affiliates, and their respective partners, officers, directors, employees, shareholders, agents, licensors, subcontractors and suppliers harmless from and against any losses, demands, expenses, liabilities, costs, claims, damages (including attorneys' fees, expert fees' and other costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) any use of your account and/or your use of the Services; (ii) any misrepresentation

made by you to any third party, (iii) your violation of applicable laws, regulations or third party rights, including, without limitation, any intellectual property, property, or privacy right, and including any third party claim in respect of the Submitted Information and Materials, or Feedback; and (iv) your breach of these Terms.

15. Third party Content; Purchases

The Services may provide links to or feeds from websites and other online resources not hosted, owned or operated by Photomyne. Except as otherwise expressly stated by Photomyne on the Services, we do not control and are neither affiliated with nor responsible for the operators of any third party websites or other resources that link to or are linked from the Services, and we have neither reviewed nor endorsed such third party websites or other resources. **Photomyne is not responsible for the content, policies, or activities of Third Parties and you interact with Third Parties at your own risk.** You hereby acknowledge and agree that we shall not be responsible for the content, products, services or other materials available on or through such third party websites or other resources, or any loss or damages incurred in connection with such content, products, services or other materials. To the extent applicable, you are responsible for compliance with all applicable laws regarding content, products, services and other materials obtained from the Services or any third party websites or other resources that link to or are linked from the Services. In as much as you are redirected to linked sites, applications and content, we recommend you to carefully read the terms of use and privacy policies of such applications, sites and content.

Some of the content and materials available through the Services may be provided by third parties. No reference made in or through this Services to any third party content (including Submitted Information and Materials and advertisements), commercial product, process, or service, or provider of such product, process or service ("**Third Party Content**") shall constitute or imply an endorsement, recommendation or preference by Photomyne.

Any opinions, advice, statements, content, services, products, offers, advertisements, or other information expressed or made available by such third parties, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of Photomyne and Photomyne does not endorse, promote, solicit or recommend them or any Third Party Content in any way nor shall Photomyne be responsible or liable for any of the foregoing.

Photomyne is a mere conduit in respect of Third Party Content and is not obligated to screen Third Party Content and makes no warranties or representations as to, and shall have no liability for any of the foregoing.

Without derogating from the foregoing, to the extent that you conduct any purchase through a third party interface or platform provided by and/or in and/or linked from the Services (such as, but not limited to, Paddle, the App Store, and/or the Google Play Store), such purchase and/or any use of such third party interface or platform shall be subject to the terms and conditions and privacy policy of, and applicable to, such third party interface or platform and not these Terms or the Privacy Policy. Photomyne is not and will not be responsible or liable for such third party service/interface/platform or any acts or omissions such third party. We recommend you to carefully read the terms of use and privacy policy of such third party interface or platform. We reserve the right to discontinue or change any references to such third party interface or platform provided by and/or in and/or linked from the Services.

Please note that third parties delivering advertisements on our Services may also use cookies or other technologies, including tailored advertising and analytics. You can prevent the use of cookies, except for necessary cookies, by adjusting the privacy settings in the [Cookie management widget](#). For further information regarding cookies please see our Privacy Policy available at <https://photomyne.com/privacy-policy>.

16. Notice and Takedown

In the event that you believe that any content included in the Services violates your Intellectual Property Rights, right to privacy or is defamatory or otherwise illegal, please file a detailed notice of complaint to Photomyne at the following email address: support@photomyne.com, identifying such content and detailing the factual basis of your complaint and we will make reasonable efforts to remove the content.

17. DMCA Compliance

It is Photomyne's policy to respond to clear and valid notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). In addition, we may promptly terminate without notice the accounts of those determined by us to be "repeat infringers". If you are a copyright owner or an

agent thereof, and you believe that any Content hosted on the Services infringes your copyrights, then you may submit a notification pursuant to the DMCA by providing Photomyne's Designated Copyright Agent at:

Photomyne Ltd.
Attention: Nir Tzemah, CEO
8 Hakishon St.
Bene Beraq, Israel
+972-3-5518114
Email: nir@photomyne.com,

with the following information in writing: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works at that site; identification of the material that is claimed to be 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 Photomyne to locate the material; providing URLs in the body of an email is the best way to help Photomyne locate content quickly; information reasonably sufficient to permit Photomyne to contact the complaining party, such as address, telephone number, and, if available, electronic mail address at which the complaining party may be contacted; a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you send your notice by email, please make sure to write "DMCA Copyright Notice" in the subject line. We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

Please note that pursuant to the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Please note that Photomyne may, at our discretion, send a copy of such notices to a third-party for publication. As such, your letter (with personal information removed) may be forwarded to Lumen (<http://lumendatabase.org>) for publication.

Counter-Notification: If you elect to send Photomyne a counter notice, to be effective it must be a written communication that includes the following: a physical or electronic signature of the subscriber; identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; the subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which Photomyne may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) of the DMCA or an agent of such person.

18. Termination

We may terminate these Terms and/or suspend your right to access or use any portion or all of the Services and/or the Photomyne IPR immediately (including, without limitation, the license set forth in Section 3.1 above), at our sole discretion anytime without prior notice and for any reason, including, but not limited to, technical difficulties or violation of these Terms, all in accordance with applicable laws. Upon termination, you shall immediately cease using the Services, pay Photomyne any applicable fees and payments due as of termination.

Termination of your access to the Services may also include removal of the Submitted Information and Materials uploaded by you to the Services, in accordance with applicable laws. You agree that we shall not be liable to you or any third party for any termination/suspension of Your access to any of the Services or to any of your Submitted Information and Materials, and shall not be required to make the Submitted Information and Materials available to You after any such termination, as permitted by applicable laws.

Photomyne may generally cease offering or deny access to the Services and/or the Photomyne IPR or any portion thereof, at any time and for any or no reason without prior notice, as permitted by applicable laws.

You understand and agree that some of your Feedback and Public Material, particularly that which is displayed in an activity feed or in other public places, may continue to appear publicly even after your access to the Services is

terminated, subject to your right to have your personal information removed upon request in accordance with applicable law and our Privacy Policy. These Terms remain in effect even after your account is terminated or you have stopped using the Services.

19. General

a. These Terms shall be governed by and construed in accordance with the laws of Israel, without regard to the principles of conflict of law therein. You consent to the exclusive jurisdiction of the competent courts of Tel-Aviv with regard to all claims arising out of, in connection with, or in any way relating to, these Terms and submit yourself to the exclusive jurisdiction of these courts, unless otherwise provided in these Terms (see Section 16, DMCA Compliance) The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded.

b. If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the remainder of these Terms.

c. You acknowledge and agree that Photomyne has the right, at any time and for any reason (or no reason), discontinue the Services or any part thereof, or to redesign or modify the Photomyne IPR and other elements of the Services or any part thereof.

d. This is the entire agreement between you and Photomyne regarding the subject matter herein.

e. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of Photomyne. Any unauthorized assignment will be void and of no force or effect. Photomyne may, without restriction, assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion. Your right to terminate this Agreement at any time remains unaffected.

Photomyne will, on a best effort basis, provide you with reasonable notice of any such assignment.

f. Unless otherwise expressly provided, no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and Photomyne any rights, remedies or other benefits under or by reason of these Terms.

g. Photomyne's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Photomyne as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

h. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

i. YOU AND PHOTOMYNE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO HAVE WAIVED ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.

j. Without derogating from Sections 11 and 12 above, Photomyne shall not be responsible or liable for any delays or failures in performance if caused by circumstances beyond Photomyne's reasonable control, including, without limitation, problems in infrastructures, downtime or errors of service providers (e.g. cloud server is down), acts of God, strikes or other labor disturbances, government regulations or acts, war, whether declared or not, sabotage, terror of all kind and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by Photomyne.

20. Contact Us

If you have any further questions or require further clarification, please contact us by sending an e-mail to: support@photomyne.com

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