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Terms of Service

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Please read carefully: These Terms of Service (these “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**your**”) and AI Creativity S.r.l., with offices at Corso Como 15, 20154 Milan, Italy, VAT, tax code and registration number with the Milan Monza Brianza Lodi Company Register 13250480962, REA number MI 2711925 (collectively with its successors in interest and permitted assigns, “**AI Creativity**,” “**we**,” “**us**” or “**our**”). AI Creativity is a sole shareholder company controlled by Bending Spoons S.p.A.

These Terms govern your access and use of our websites where these Terms are posted (the “**Sites**”), our mobile applications (the “**Apps**”), and our related content, products, and services (collectively, and together with the Sites and the Apps, the “**Service**”).

THESE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. THESE TERMS ALSO CONTAIN PROVISIONS REGARDING THE AUTOMATIC RENEWING OF YOUR SUBSCRIPTION. THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE READ THEM CAREFULLY.

THESE TERMS CONTAIN A BINDING, INDIVIDUAL ARBITRATION REQUIREMENT AND CLASS-ACTION WAIVER, WHICH MEANS YOU AND AI CREATIVITY AGREE TO RESOLVE MOST DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND NOT BY MEANS OF A CLASS ARBITRATION, A CLASS ACTION, ANY OTHER KIND OF REPRESENTATIVE PROCEEDING, OR A JURY TRIAL. (SEE SECTION 19 (DISPUTE RESOLUTION; BINDING INDIVIDUAL ARBITRATION).) YOU MAY OPT OUT OF THE ARBITRATION REQUIREMENT WITHIN 30 DAYS OF ACCEPTING THESE TERMS; INSTRUCTIONS FOR OPTING OUT ARE IN SECTION 19 (DISPUTE RESOLUTION; BINDING INDIVIDUAL ARBITRATION) BELOW.

By downloading, installing or using the Service in any manner, you agree to these Terms and you agree to comply with and be bound by any applicable specific, supplemental or third-party licenses or terms when using the Service.

IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS IN THESE TERMS, DO NOT ACCESS AND IMMEDIATELY STOP USING THE SERVICE, CANCEL ANY ACCOUNT, AND IMMEDIATELY UNINSTALL AND DELETE ANY COPIES OF ANY APPS OR SOFTWARE INCLUDED IN THE SERVICE IN YOUR POSSESSION.

These Terms were originally drafted in English. If there is any conflict between the English-language version of these Terms and a version translated into another language, the English-language version will prevail.

If you have questions or complaints with respect to these Terms or our Service, visit the relevant support page:

- [Remini Support](#)
- [Splice Support](#)

1. Changes to the Terms and the Service

We may update these Terms from time to time, in our sole discretion (for example, when we remove or release new features, technologies, or services, to comply with legal, regulatory, or contractual requirements, or in response to exceptional or unforeseen circumstances). In such cases, we will take reasonable measures to inform you, in accordance with the significance of the changes performed, for example, by revising the date at the top of the updated Terms, via email or as a pop-up or push notification within the Service. It is your responsibility to review the Terms regularly, and to check the Service for updates to these Terms regularly. Unless otherwise noted, the updated Terms will be effective as of the time at which we post the updated Terms in the Service. By continuing to access or use our Service after updates become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must immediately stop using our Service, uninstall and delete any copies of any Apps or any software included in the Service in your possession, and cancel your subscription and any account.

We may also update, change, suspend or discontinue the Service (or any part, content or feature) at any time, without notice and without liability to you or anyone else (for example, to offer or test new or different features, technologies, or services, to repair, improve or further develop the Service, to comply with legal, regulatory or contractual requirements, or in response to exceptional or unforeseen circumstances).

Some services and features may not be available in all countries, in all languages, or in all operating systems.

2. Privacy

Please refer to the applicable privacy policy for information on how we process your personal data, treat your information and protect your privacy when you use the Service:

- [Remini Privacy Policy](#).
- [Splice Privacy Policy](#).

3. Eligibility

OUR SERVICE IS NOT AVAILABLE TO INDIVIDUALS UNDER THE AGE OF 16. If you are over the age of 16 but under the legal age of majority in your state of residence, your parent or guardian must review and agree to be bound by these Terms on your behalf and must supervise your use of the Service.

YOU MAY NOT ACCESS OR USE THE SITES OR ORDER, ACCESS OR USE THE SERVICE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US OR YOUR PARENT OR LEGAL GUARDIAN HAS NOT AGREED TO THESE TERMS AND YOUR USE OF OR ACCESS TO THE SERVICE, OR (C) ARE PROHIBITED BY APPLICABLE LAW FROM ACCESSING OR USING THE SERVICE.

4. End User License

Subject to your compliance with these Terms and your payment of the applicable subscription fees, we hereby grant you, for your personal and non-commercial purposes, a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Service and to download and install a copy of the applicable App provided to you by us or on our behalf on a permitted device that you own or control.

Except as expressly permitted by these Terms and the terms applicable to the mobile application store where we make the applicable App available (each, a “**App Marketplace**”), you cannot: (a) rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available the Service; or (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, alter, mimic, adapt, translate, or create derivative works of the Service, any updates, content or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Service).

5. Purchases, Subscriptions, Promotional Codes, and Auto Renewals

We may offer free trials in our sole discretion. Upon installation or expiration of a free trial offer (if applicable), or a redeemed Virtual Item or Promotional Code, you will be charged the applicable subscription fees (if any) for your use of the Service. **Upon expiration of the initial term of your subscription, whether such subscription is weekly, monthly, quarterly, yearly, or otherwise, your subscription will automatically renew for recurring subscription periods of the same duration unless and until you affirmatively cancel your subscription. If you have purchased your subscription through an App, you can cancel your subscription or automatic renewals any time in your account settings with the App Marketplace according to the policies of each App Marketplace. If you have purchased your subscription through the Site, you can manage and cancel your subscription and any automatic renewals at any time following the instructions in your subscription purchase or renewal confirmation emails, or by following the instructions in the applicable support page of the Service.** Uninstalling an App will not result in the cancellation of your subscription. If you have begun a subscription period and you then decide to cancel your subscription during such period, you will not receive a refund for the fees you already paid for such subscription period, and you will continue to be able to use the Service for which you subscribed until the end of such subscription period. We may change the applicable subscription fees at any time at our sole discretion. Changes to the subscription fees will not apply retroactively.

The Service may enable you to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use virtual items or in-app consumables (collectively, the **“Virtual Items”**), which could include virtual cards, tokens or other units that can be redeemed for additional features, enhancements, functionalities, content, or services within the Service. You are only allowed to purchase Virtual Items through the Service and you may only redeem or use Virtual Items through the Service in which the Virtual Items are purchased. We may manage, regulate, change, or remove Virtual Items at any time at our sole discretion. **All consumable in-app purchases made through the Service and all Virtual Items (and all redemptions of Virtual Items) are final and non-refundable. You acknowledge that you will not receive any refund or compensation for unused Virtual Items when your access to the Service or your account (if any) is suspended or terminated for any reason.**

We may provide you with gift cards or promotional codes that can be redeemed for additional features, enhancements, functionalities, content, services, or Virtual Items within a specified Service and for a limited period of time, subject eligibility requirements (the **“Promotional Codes”**). Promotional Codes have no cash value, are personal, non-transferable, non-sublicensable, and we are under no obligation to provide any compensation in connection with a Promotional Code. The Service may require that you create or log in to your account to use Promotional Codes.

The validity of these Terms and the validity of any purchase associated with the Service will be considered independently from each other, meaning that the termination of such

associated purchase will not affect the validity of these Terms, and the termination of these Terms may not affect the validity of such associated purchase.

6. Prohibited Uses

You agree that you will not, and will not permit any person accessing the Service using your account or device to do any of the following:

- Use the Service in any manner not permitted by these Terms;
- Use the Service for any purposes prohibited by applicable laws or regulations, or in any manner that violates or infringes upon the rights of others;
- Import, submit, upload, publish, post, communicate, or transmit to others in any way whatsoever, any unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist content, or any content that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity);
- Copy (except as expressly permitted by these Terms) or modify the Service;
- Frame, mirror, display or incorporate the Service or any portion into any other program, site, service or product;
- Use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any of our networks, technologies, products or services;
- Use any data mining or similar automated or manual data extraction, gathering or scraping methods in connection with the Service;
- Circumvent, bypass, defeat, modify, tamper or disable any content protection system, digital rights management, security feature or functionality in the Service; or
- Allow others to do any of the foregoing.

7. Our Intellectual Property Rights

We or our licensors retain and exclusively own all rights, title and interest in and to the Service and its content (including software, artwork, photos, videos, music, sounds, text, information and other materials posted, provided or otherwise made available through the Service, but excluding any User-Generated Content), including all intellectual proprietary rights, whether registered or not, which include, but are not limited to, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to the Service.

We reserve all rights not expressly granted to you under these Terms.

8. **User-Generated Content**

The Service or one or more Promotions (as defined below) may provide features that allow you to upload, store, receive, create, modify, share or publish textual, visual, audio or other content (collectively, the “**User-Generated Content**”).

We do not claim any ownership rights to the User-Generated Content.

In order to allow us to operate, provide you with, and improve the Service and our technologies (and to develop new ones), we must obtain from you certain rights related to User-Generated Content that is covered by intellectual property rights. You hereby grant us a license to use User-Generated Content for the purposes of operating, developing, and improving the Service or new technologies or services, except that we will only use your User-Generated Content to improve the performance of machine learning models with your prior consent, all in accordance with the applicable privacy policy (please refer to section 2 (**Privacy**) for the applicable privacy policy). You will not be entitled to compensation for any use of User-Generated Content by us under these Terms.

You are solely responsible for the User-Generated Content, and you represent and warrant that such content will not infringe upon or violate the rights of any person, that it complies with these Terms and any applicable law, and that you have all the rights and authorizations necessary to grant the license in the paragraph above and to upload, store, receive, create, modify, share or publish the User-Generated Content on or through the Service and, when applicable, in connection with the Promotion.

We welcome feedback, comments, and suggestions for improvements to the Service (“**Feedback**”). If you provide any Feedback, we may use it without restriction or compensation to you.

9. **Generative AI Features**

The Service may enable you to use certain features that implement one or more generative artificial intelligence models or tools (the “**Generative AI Features**”). The Generative AI Features may allow you to insert or upload as input text, images, video, audio or other content (“**Input**”). Based on the Input, you may generate and receive as output content such as text, images, video, or audio (“**Output**”). Your Input and Output are considered User-Generated Content under these Terms and, as between you and us, your Input and Output are yours.

Without limiting section 6 (**Prohibited Uses**), when using Generative AI Features, you will not, and will not permit any person accessing the Service using your account to do any of the following:

- Upload, generate, or distribute content that facilitates the exploitation or abuse of children, including all child sexual abuse materials and any portrayal of children that could

result in their sexual exploitation;

- Upload, generate, or distribute content that contains or promotes sexually explicit content or profanity, including pornography, or any content or services intended to be sexually gratifying;
- Perform or facilitate dangerous, illegal, or malicious activities, including (a) facilitation or promotion of illegal activities or violations of law, (b) abuse, harm, interference, or disruption of services (such as spam, phishing, or malware), (c) attempts to override or circumvent safety filters or intentionally drive the Generative AI Features to act in a manner that contravenes these Terms or other applicable policies, (d) generation or distribution of content that may harm or discriminate against individuals or a group, or promote any of the foregoing, and (e) generation or distribution of content intended to misinform, misrepresent, mislead, exploit, or harm others;
- Upload, generate, or distribute content that encourages the illegal or inappropriate use of alcohol, tobacco, drugs, or the use of explosives, firearms, ammunition or certain firearms accessories;
- Upload, generate, or distribute content that promotes violence or incite hatred against individuals or groups based on race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, caste, immigration status or any other characteristic that is associated with systemic discrimination or marginalization; or
- Upload, generate, or distribute content that depicts gratuitous violence or other dangerous activities.

10. **Promotions, Contests and Sweepstakes**

Promotions, contests, and sweepstakes that you enter on the Service or in connection with the Service (each, a “**Promotion**”) may be subject to official rules or conditions that are supplemental to these Terms, and which may provide eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in a Promotion, please refer to the applicable official rules or conditions. If a Promotion’s official rules or conditions conflict with these Terms, the provisions contained in the official rules or conditions govern and control the relevant Promotion. Your entry into a Promotion constitutes User-Generated Content and is subject to all provisions of these Terms that govern your submission and our use of your User-Generated Content, and we may also use such User-Generated Content for advertising, marketing, and promotional purposes.

11. **Third-Party Services, Materials and Advertising**

The Service may enable access to third-party services, software, and websites (collectively, “**Third-Party Services**”). Service may also display, include or make available content, information, and materials from third parties, including User-Generated Content

(collectively, “**Third-Party Materials**”) or provide links to certain Third-Party Services or Third-Party Materials.

You understand that by using the Service, you may encounter content, including Third-Party Services and Third-Party Materials, that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate links or references to objectionable material. By using the Service, you further acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services or Third-Party Materials. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any Third-Party Services or Third-Party Materials. Such Third-Party Services and Third-Party Materials are provided solely as a convenience to you. You agree to use the Service and any Third-Party Services or Third-Party Materials at your sole risk, and you acknowledge that we will not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on or linked from your device may not be available in all languages, in all countries, or in all operating systems. We make no representation that such Third-Party Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access or use such Third-Party Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws.

We, and our content providers and licensors, reserve the right to change, suspend, remove, limit, or disable access to any Third-Party Services or Third-Party Materials at any time without notice. We will not be liable for the limitation, removal of, or disabling of access to any such services or materials.

You acknowledge and agree to comply with applicable third-party terms and conditions related to the use of the Service, Third-Party Services, and Third-Party Materials.

The Service may contain advertisements. In consideration for your access and use of the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service.

12. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE (EXPRESSLY INCLUDING ALL CONTENT AND FEATURES MADE AVAILABLE VIA THE SERVICE), IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF

ANY KIND. WITHOUT LIMITING THE FOREGOING, WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF COURSE OF DEALING, OF TRADE USAGE OR PRACTICE, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR CORRUPTION OF DATA THAT RESULTS FROM THE USE OF AND ACCESS TO THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. **Indemnification**

You will defend, indemnify and hold us, our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns (each of the foregoing, an “**Indemnitee**”) harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, professional fees and reasonable attorneys’ fees incurred by one or more Indemnitees, to the extent directly or indirectly arising out of or resulting from: (a) your User-Generated Content; (b) any breach of these Terms by you or any person accessing the Service using your account or device; (c) your access or use of the Service; (d) your violation of any applicable law or regulation; (e) your violation of the rights of any third party, including, but not limited to, privacy, intellectual property or proprietary rights with respect to your use of the Service, performance of your obligations under these Terms, or exercise of rights granted to you under these Terms; and (f) any and all claims for property damage, personal injury or bodily injury or death, to the extent caused by your breach of these Terms. You agree that we will have the right to control the defense, negotiation, and settlement of any claim subject to indemnification by you and that you will fully cooperate with us in the defense, negotiation, or settlement of any such claim, and that we will have the right to select counsel handling such defense, negotiation or settlement in our sole discretion.

14. **Limitation of Liability**

TO MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE (AND OUR AFFILIATES, PARENT COMPANIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, LICENSORS, CONTRACTORS, PERMITTED SUCCESSORS AND PERMITTED ASSIGNS) WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, MORAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, OR ANY USER-GENERATED CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), OR WHETHER SUCH DAMAGE WAS FORESEEABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50).

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN TYPES OF DAMAGES, IN WHICH CASE SOME OF THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU. THE ABOVE LIMITATIONS OR EXCLUSIONS DO NOT AFFECT YOUR STATUTORY CONSUMER RIGHTS IN YOUR APPLICABLE JURISDICTION.

15. **Service or Account Suspension**

We may suspend or terminate your access to your account (if any) and any portion or all of the Service for any reason, including if, in our sole judgment, we determine: (a) there is a threat or attack on any of our services or systems, or any data stored thereon; (b) your use of the Service disrupts or poses a security risk to us or any of our customers or vendors; (c) you are using the Service for purposes of engaging in, or your account is being used to engage in, fraudulent or illegal activities; (d) our provision of the Service to you is prohibited by applicable law or regulation; (e) you fail to comply with one or more provisions of these Terms, or we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms; or (f) any of our licensors or vendors restricts, suspends, or terminates our access to one or more Third-Party Services or Third-Party Materials that are required for the provision of or access to the Service. We will use reasonable efforts to provide notice of any suspension of the Service to you and to provide updates regarding resumption of access to the Service following any suspension. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences resulting from a Service suspension.

16. **Termination**

These Terms are effective until you perform each of the following: (i) stop using our Service, (ii) uninstall and delete any copies in your possession, (iii) cancel any account, and (iv) cancel all active subscriptions. You may stop using the Service at any time. Please refer to section 5 (**Purchases, Subscriptions, Promotional Codes, and Auto Renewals**) for information on how you can cancel your subscription or any automatic renewals.

We may terminate these Terms at any time and for any reason by providing you with notice. Your rights under these Terms will terminate automatically if you fail to comply with any of its provisions.

Upon expiration, termination, or cancellation of these Terms for any reason, (a) you must cease all use of the Service and uninstall and delete all copies of all Apps or software included with the Service in your possession, and (b) all rights and obligations of both parties to these Terms, including all licenses granted under these Terms, will immediately terminate. The provisions of these Terms that are by their nature intended to survive termination or expiration of these Terms will so survive.

17. **Account**

If the Service allows you or requires you to provide registration information and create an account, these Terms also govern your account. You state that you will provide only true, current and accurate information when you create your account or provide us with the required information, and that you meet the eligibility requirements under these Terms. You agree to update your registration information to keep it accurate and current.

We may ask you to confirm your registration information (such as your email address) to continue using the Service. If you choose not to do so, your access to the Service may be restricted or terminated.

When you choose a username or otherwise create a nickname, you agree not to use any name that is unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist, or any name that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You agree not to impersonate any person or misrepresent your identity or affiliation with any person. You further agree not to purchase, sell, rent or give away your account.

You will not share your account or your registration information, and you will not let anyone else access your account. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your registration information, you must immediately notify us and modify your registration information. You are solely responsible for maintaining the confidentiality of your registration information,

and you will be responsible for all uses of your registration information, including purchases, whether or not authorized by you.

To the maximum extent permitted under applicable law, you are responsible for anything that happens through your account.

18. **Governing Law**

These Terms, and any dispute, claim (including non-contractual disputes or claims), or matters arising out of or in connection with these Terms will be governed by, and construed in accordance with, the substantive laws of the State of Florida, U.S., excluding any conflict-of-laws rule or principle that might refer the governance or the construction of these Terms to the law of any other jurisdiction.

19. **Dispute Resolution; Binding Individual Arbitration**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND AI CREATIVITY TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND AI CREATIVITY FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND AI CREATIVITY AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. AI CREATIVITY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

THE PARTIES ACKNOWLEDGE THAT THE TERMS IN THIS SECTION ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING THEIR DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF ANY PARTY'S CLAIMS.

FOLLOW THE INSTRUCTIONS BELOW IN SECTION 19(L) IF YOU WISH TO OPT OUT OF THE REQUIREMENT TO ARBITRATE ON AN INDIVIDUAL BASIS.

a) Claims Subject to this Section. The dispute resolution and binding arbitration terms in this Section 19 apply to all Claims between you and AI Creativity. A “**Claim**” is any dispute, claim, cause of action, or controversy (excluding those exceptions listed below) between you and AI Creativity, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory for which either party wishes to seek legal recourse and that arises from or relates to these Terms or our Services, including any related to privacy or data-security or to the formation, validity, enforceability, revocability, performance, breach, or scope of the Terms or arbitration agreement or any portion of it or arising out of or relating to interpretation or application of the Terms or arbitration agreement.

b) Informal Dispute Resolution Prior to Arbitration. If you have a Claim against AI Creativity or if AI Creativity has a Claim against you, you and AI Creativity must first attempt

to resolve the Claim informally in order to try to resolve the Claim faster and reduce costs for both parties. You and AI Creativity will make a good-faith effort to negotiate the resolution of any Claim for 45 days, or such longer period as mutually agreed in writing (email suffices) by the parties, (“**Informal Resolution Period**”) from the day either party receives a written notice of a dispute from the other party (a “**Claimant Notice**”) in accordance with these Terms.

You will send any Claimant Notice to AI Creativity by certified mail addressed to Corso Como 15, 20154 Milan, Italy or by email to aicreativity@legalmail.it. AI Creativity will send any Claimant Notice to you by certified mail or email using the contact information you have provided to AI Creativity or via reasonably available means of notice if you have not provided certified mail or email contact information to AI Creativity. The Claimant Notice sent by either party must (i) include the sender’s name, address, email address, telephone number, and any relevant purchase information; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought.

The Informal Resolution Period is intended to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. You or AI Creativity cannot initiate arbitration before the end of the Informal Resolution Period. If you or AI Creativity file a Claim in court or initiate arbitration without first providing a compliant Claimant Notice and waiting until the conclusion of the Informal Resolution Period, the other party reserves the right to seek relief from a court or arbitrator to enjoin the filing or arbitration and seek damages from the party that has not followed the informal dispute-resolution process to reimburse it for any costs and fees—including arbitration, attorney, and expert fees—incurred as a foreseeable consequence of that breach.

The statute of limitations and any filing-fee deadlines for a Claim shall be tolled for the duration of the Information Resolution Period for that Claim so that the parties can engage in this informal dispute-resolution process.

c) Claims Subject to Binding Arbitration; Exceptions. Except for individual disputes that qualify for small-claims court (provided that the small-claims court does not permit class or similar representative actions or relief) and any disputes exclusively related to the intellectual property or intellectual-property rights of you or AI Creativity, including any disputes in which you or AI Creativity seek injunctive or other equitable relief for the alleged unlawful use or infringement of your or AI Creativity’s intellectual property (“**IP Claims**”), all Claims, including Claims that are not related to intellectual property but are jointly filed with IP Claims, that are not resolved in accordance with Section 19(b) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury.

d) Binding Individual Arbitration. Subject to the Terms of this section, Claims may only be adjudicated by binding individual arbitration conducted by National Arbitration and Mediation (“**NAM**”), <https://namadr.com>, according to the Federal Arbitration Act, 9 U.S.C.

§ 1, et seq., (“**FAA**”) and NAM’s Comprehensive Dispute Resolution Rules and Procedures in effect at the time the Claim arose (the “**Rules**”), as modified by these Terms.

If NAM notifies the parties in writing (email suffices) that it is not available to arbitrate any Claim, then that Claim may only be settled by binding individual arbitration conducted by American Arbitration Association (“**AAA**”), <https://www.adr.org>. For Claims that must be arbitrated by AAA, if you are a “Consumer,” meaning that you only use the Services for personal, family, or household purposes, the then-current version of the AAA’s Consumer Arbitration Rules apply to Claims between you and AI Creativity, as modified by these Terms. For Claims that must be arbitrated by AAA, if you are not a “Consumer,” the then-current version of the AAA’s Commercial Arbitration Rules and Mediation Procedures apply to Claims between you and AI Creativity as modified by these Terms.

These Terms affect interstate commerce, and the enforceability of this Section 19 will be substantively and procedurally governed by the FAA to the extent permitted by law. As limited by the FAA, these Terms, and the Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim and to grant any remedy or relief that would otherwise be available in court, including the power to determine the question of arbitrability.

e) Arbitration Procedure and Location. You or AI Creativity may initiate arbitration of any Claim not resolved during the Informal Resolution Period by filing a demand for arbitration with NAM (or with AAA if applicable pursuant to Section 19(d)).

Instructions for filing a demand for arbitration with NAM are available on the NAM website or by calling NAM at 800-358-2550, and instructions for filing a demand for arbitration with AAA are available on the AAA website or by calling AAA at 800-778-7879. You will send a copy of any demand for arbitration to AI Creativity by certified mail addressed to Corso Como 15, 20154 Milan, Italy or by email to aicreativity@legalmail.it. AI Creativity will send any demand for arbitration to you by certified mail or email using the contact information you have provided to AI Creativity or via reasonably available means of notice if you have not provided certified mail or email contact information to AI Creativity.

The arbitration will be conducted by a single arbitrator in the English language. You and AI Creativity both agree that the arbitrator will be bound by these Terms.

For Claims in which the claimant seeks USD \$10,000 or less, the arbitrator will decide the matter solely based on written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For Claims in which the claimant seeks more than USD \$10,000, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing is necessary. If an in-person hearing is required and you reside in the United States, the hearing will take place in New York, New York, unless the arbitrator determines that this would pose a hardship for you, in which case the in-person hearing may be conducted in the claimant’s state and county of residence. If you reside

outside the United States, the site of any in-person hearing will be determined by the applicable Rules.

The arbitrator (not a judge or jury) will resolve all Claims in arbitration. Unless you and AI Creativity agree otherwise, any decision or award will include a written statement stating the decision of each Claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions.

An arbitration award and any judgment confirming it apply only to that specific case; they cannot be used or offered as precedent in any other case except to enforce the award itself. Any arbitration decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

f) Arbitration Fees. Except for circumstances outlined in Sections 19(g) and 19(h), each party will be responsible for arbitration fees in accordance with the applicable Rules and these Terms.

g) Frivolous or Improper Claims. To the extent permitted by applicable law, a claimant must pay all costs and fees incurred by the defending party—including arbitration, attorney, and expert fees—related to a Claim if an arbitrator determines that (i) the Claim was frivolous or (ii) the Claim was filed for any improper purpose, such as to harass the responding party, cause unnecessary delay, or needlessly increase the cost of dispute resolution.

h) Offers of Settlement: Either party may, but is not obligated to, make a written settlement offer for a Claim. If an arbitration decision or award is later issued that is less favorable to a party than the latest written offer of settlement that party rejected, that party must pay all arbitration costs and fees incurred by the other party after the written settlement offer was made.

i) One Year to Assert Claims. TO THE EXTENT PERMITTED BY LAW, ANY CLAIM BY YOU OR AI CREATIVITY AGAINST THE OTHER MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM ARISES; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU OR AI CREATIVITY WILL NO LONGER HAVE THE RIGHT TO ASSERT THAT CLAIM.

j) Confidentiality. If you or AI Creativity submits a Claim to arbitration, you and AI Creativity agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of discovery in the arbitration. You and AI Creativity agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration.

k) Coordinated Filings. If 25 or more Claimant Notices are received by a party that raise similar claims and have the same or coordinated counsel, these will be considered “**Coordinated Claims**” and will be treated as mass filings or multiple case filings according to the Rules, if and to the extent Coordinated Claims are filed in arbitration as set forth in these Terms. You or AI Creativity may advise the other of your or its belief that Claims are Coordinated Claims, and disputes over whether a Claim meets the definition of “Coordinated Claims” will be decided by the arbitration provider as an administrative matter.

COORDINATED CLAIMS MAY ONLY BE FILED IN ARBITRATION AS PERMITTED BY THE BELLWETHER PROCESS SET FORTH BELOW. APPLICABLE STATUTES OF LIMITATIONS WILL BE TOLLED FOR CLAIMS ASSERTED AS COORDINATED CLAIMS FROM THE TIME A COMPLIANT CLAIMANT NOTICE HAS BEEN RECEIVED BY A PARTY UNTIL THESE TERMS PERMIT SUCH COORDINATED CLAIMS TO BE FILED IN ARBITRATION OR COURT.

The bellwether process set forth in this section will not proceed until counsel representing the Coordinated Claims has advised the other party in writing (email suffices) that all or substantially all the Claimant Notices for the Coordinated Claims have been provided.

After that point, counsel for the parties shall select 20 Coordinated Claims to proceed in arbitration as a bellwether to allow each side to test the merits of its claims and arguments. Each side shall select 10 claimants who have provided compliant Claimant Notices for this purpose, and only those chosen cases may be filed with the arbitration provider. The parties acknowledge that resolution of some Coordinated Claims will be delayed by this bellwether process.

A single arbitrator shall preside over each Coordinated Claim chosen for a bellwether proceeding, and only one Coordinated Claim may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

Once the arbitrations that are part of the bellwether process have concluded (or sooner if the claimants and the other party agree), counsel for the parties must engage in a single mediation of all remaining Coordinated Claims, with the mediator’s fee paid for by AI Creativity. Counsel for the claimants and the other party must agree on a mediator within thirty (30) days after the conclusion of the last bellwether arbitration. If counsel for the claimants and the other party cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. All parties will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution of all remaining Coordinated Claims, the arbitration requirement in this Section 19 shall no longer apply to Coordinated Claims for which a compliant Claimant Notice was received by the other party but that were not

resolved in the bellwether proceedings. Such Coordinated Claims released from the arbitration requirement must be resolved in accordance with Section 19.

To the extent you are asserting the same Claim as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable.

If Coordinated Claims released from the arbitration requirement are brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in Coordinated Claims for which a compliant Claimant Notice was received by the other party. Any party may contest class certification at any stage of the litigation and on any available basis.

A court shall have authority to enforce the bellwether and mediation processes defined in this Section 19(k) and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

l) Opting Out of Arbitration. You have the right to opt out of binding arbitration within 30 days of the date you first accept these Terms by providing us with notice of your decision to opt out via email at aicreativity@legalmail.it or by certified mail addressed to Corso Como 15, 20154 Milan, Italy. To be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. If you opt out of this updated arbitration clause and were previously subject to an arbitration clause in effect prior to this updated arbitration clause, then that prior arbitration clause shall remain as the agreement between us. If you are a new user and did not previously consent to the prior arbitration clause and you choose to opt-out of this updated agreement, then we will also not be bound by this updated arbitration clause.

m) Rejection of Future Arbitration Changes. You may reject any change we make to Section 19 (except address changes) by sending us notice of your rejection within 30 days of the change via email at aicreativity@legalmail.it or by certified mail addressed to Corso Como 15, 20154 Milan, Italy. Changes to Section 19 may only be rejected as a whole, and you may not reject only certain changes to Section 19. If you reject changes made to Section 19, the most recent version of Section 19 that you have not rejected will continue to apply.

n) Severability. If any portion of this Section 19 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 19 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 19; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in

arbitration. Further, if any part of this Section 19 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 19 will be enforceable.

20. **General**

Unless otherwise stated in these Terms, we may issue any notice, we may issue any notice that is required or referenced in these Terms to you by (a) email, (b) posting notice through the Service, or (c) other legally accepted means. It is your responsibility to keep your information current to receive notifications and to check the Service regularly (for example, by opening the App once a month). Notices sent by email will be effective when we send the email to the address you provided to us; and notices we provide by posting will be effective upon posting. To give us notice under these Terms, you must contact us as follows: (1) by email to aicreativity@legalmail.it, or (2) by personal delivery, overnight courier or registered or certified mail to Corso Como 15, 20154 Milan, Italy, Attention: Legal. Notices provided by personal delivery will be effective immediately. Notices provided to us by email or overnight courier will be effective one business day after they are sent. Notices provided to us by registered or certified mail will be effective three business days after they are sent.

You will not assign, subcontract, delegate, or otherwise transfer these Terms, or your rights and obligations hereunder, without obtaining the prior written consent of one of our authorized representatives, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be void. We may assign these Terms or delegate our obligations hereunder, in whole or in part, without your consent, to any person or entity at any time.

Any failure by us to exercise or enforce any of our rights under these Terms does not waive our right to enforce such right. Any waiver of such rights will only be effective if it is in writing and signed by one of our authorized representatives. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

If any provision or part of these Terms is found to be unlawful, void or for any reason unenforceable, that provision, or the affected part thereof, will be deemed amended so that it is valid and enforceable to the maximum extent permitted by law. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible. Any unaffected provision of these Terms will remain in full force and effect.

These Terms will be binding upon the parties and their respective successors and permitted assigns.

Except as expressly provided in sections 7 (**Our Intellectual Property Rights**), 11 (**Third-Party Services, and Materials and Advertising**), 13 (**Indemnification**), 20 (**General**), 21

(Additional Terms for App Marketplaces), and 22 (Additional Terms for Shutterstock Content) there are no third-party beneficiaries to these Terms other than each of our affiliates.

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of these Terms to the extent such delay is caused by a labor dispute, shortage of materials, fire, earthquake, epidemic, flood, act of terrorism, or any other event beyond the control of such party.

21. **Additional Terms for App Marketplaces**

When you access, purchase, or download an App from the Apple App Store, you acknowledge and agree that:

- These Terms are concluded between you and AI Creativity, and not with Apple Inc. or its subsidiaries (collectively, “**Apple**”), and as between AI Creativity and Apple, AI Creativity is solely responsible for the App and the content thereof.
- You may only use the App on an Apple-branded product that you own or control and as permitted by the *Usage Rules* set forth in the terms and guidelines that govern your use of the Apple App Store (including the *Apple Media Services Terms and Conditions*), except that the App may be accessed and used by other accounts associated with your account from which you made your purchase via Family Sharing or volume purchasing.
- Apple has no obligation whatsoever 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 purchase price for the App to you where applicable. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of AI Creativity.
- Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, as between Apple and AI Creativity, AI Creativity will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- You may not use or otherwise export or re-export the App or any component or product thereof except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. You also agree that you will not use the App or any component or product thereof for any purposes prohibited by such laws. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list.
- You must comply with applicable third-party terms of agreement when using the App.
- Apple is a third-party beneficiary of these Terms, and 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.

When you access, purchase, or download the App from Google Play, you acknowledge and agree that:

- To the extent that these Terms conflict with the *Google Play Developer Distribution Agreement*, the *Google Play Terms of Service* or the terms and guidelines that govern your use of Google Play (the “**Google Play Terms**”), the Google Play Terms will prevail with respect to your use of the App that you access, purchase or download from Google Play.
- Google LLC or its subsidiaries will not be responsible for and will not have any liability under these Terms.

22. **Additional Terms for Shutterstock Content**

If any Shutterstock content is made available to you through the Service (the “**Shutterstock Content**”), your use of Shutterstock Content is also subject to the additional terms in this section, together with any other applicable Shutterstock terms and conditions provided to you. You may not use any Shutterstock Content:

- Except solely as synchronized with the audio-visual or audio-only content created and distributed using the Service or otherwise download any Shutterstock Content in its original, unaltered form outside the Service;
- To remix, mashup, or otherwise alter the Shutterstock Content, except for basic editing (e.g., setting start/stop points, determining fade-in/fade-out points, etc.);
- Together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party’s trademark or intellectual property rights;
- Portraying any person depicted therein in a way that a reasonable person would find offensive, including, but not limited to, depicting any person: (a) in connection with pornography, adult videos, adult entertainment venues, escort services, dating services, or

the like; (b) in connection with the advertisement or promotion of tobacco products; (c) as endorsing a political party, candidate, elected official, or opinion; (d) as suffering from, or medicating for, a physical or mental ailment; or (e) engaging in immoral or criminal activities; or

- As a trademark, service mark, logo, or as a source-identifying “theme song” such that the use of the music is intended to create brand associations with the content or products with which it is associated.

Last updated: 9 February 2024

Terms of Service

If your usual residence is in the European Economic Area, the United Kingdom or Switzerland

Please read carefully: These Terms of Service (these “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**your**”) and AI Creativity S.r.l., with offices at Corso Como 15, 20154 Milan, Italy, VAT, tax code and registration number with the Milan Monza Brianza Lodi Company Register 13250480962, REA number MI 2711925 (collectively with its successors in interest and permitted assigns, “**AI Creativity**,” “**we**,” “**us**” or “**our**”). AI Creativity is a sole shareholder company controlled by Bending Spoons S.p.A.

These Terms govern your access and use of our websites where these Terms are posted (the “**Sites**”), our mobile applications (the “**Apps**”), and our related content, products, and services (collectively, and together with the Sites and the Apps, the “**Service**”).

By downloading, installing or using the Service in any manner, you agree to these Terms and you agree to comply with and be bound by any applicable specific, supplemental or third-party licenses or terms when using the Service. These Terms contain provisions that govern the resolution of claims you may have, disclaimers of certain warranties, automatically renewing subscriptions, and certain limitations on our liability. If you do not agree to all terms and conditions in these Terms, do not access and immediately stop using the Service, cancel any account, and immediately delete any copies of any Apps or software included in the Service in your possession.

These terms were originally drafted in English. If there is any conflict between the English-language version of these Terms and a version translated into another language, the one most favorable to the consumer will prevail.

If you have questions or complaints with respect to these Terms or our Service, visit the relevant support page:

- [Remini Support](#)
- [Splice Support](#)

1. **Changes to the Terms and the Service**

We may update these Terms from time to time as we remove or release new features, technologies, or services, or to comply with legal, regulatory, or contractual requirements, in response to exceptional or unforeseen circumstances, or for other justifiable or business reasons. In such cases, we will take appropriate measures to inform you in accordance with the significance of the changes performed, for example, by notifying you via email or a pop-up or push notification within the Service. It is your responsibility to review the Terms regularly, and to check the Service for updates to these Terms regularly. By continuing to access or use our Service after updates become effective, you agree to be bound by the updated Terms. If you do not agree to the updated Terms, you must immediately stop using our Service, uninstall and delete any copies of any Apps or any software included in the Service in your possession, and cancel your subscription and any account.

We may also update, change, suspend or discontinue the Service (or any part, content or feature) at any time to offer or test new or different features, technologies, or services, to repair, improve or further develop the Service, to comply with legal, regulatory or contractual requirements, in response to exceptional or unforeseen circumstances, or for other justifiable or business reasons. In such cases, if reasonably necessary or if required under applicable law, we will notify you via email or a pop-up or push notification within the Service. If any such update, change, suspension or discontinuation of the Service (or any part, content or feature) would reasonably be expected to have a significant adverse impact on your access or use of the Service, we will notify you in advance and you will be entitled to withdraw from these Terms free of charge during the notice period.

Some services and features may not be available in all countries, in all languages, or in all operating systems.

2. **Privacy**

Please refer to the applicable privacy policy for information on how we process your personal data:

- [Remini Privacy Policy](#)
- [Splice Privacy Policy](#)

3. **Eligibility**

You may access and use the Service only if you are capable of entering into a legally binding agreement with us.

4. **End User License**

Subject to your compliance with these Terms and your payment of the applicable subscription fees, we hereby grant you, for your personal and non-commercial purposes, a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Service and to download and install a copy of the applicable App provided to you by us or on our behalf on a permitted device that you own or control.

Except as expressly permitted by these Terms and the terms applicable to the mobile application store where we make the applicable App available (each, a “**App Marketplace**”), you cannot: (a) rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available the Service; or (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, alter, mimic, adapt, translate, or create derivative works of the Service, any updates, content or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open source components included with the Service).

5. Purchases, Subscriptions, Promotional Codes, Auto Renewals, Changes to Fees and Withdrawal Right

We may offer free trials in our sole discretion. Upon installation or expiration of a free trial offer (if applicable), or a redeemed Virtual Item or Promotional Code, you will be charged the applicable subscription fees (if any) for your use of the Service. **Upon expiration of the initial term of your subscription, whether such subscription is weekly, monthly, quarterly, yearly, or otherwise, your subscription will automatically renew for recurring subscription periods of the same duration unless and until you affirmatively cancel your subscription. If you have purchased your subscription through an App, you can cancel your subscription or automatic renewals any time in your account settings with the App Marketplace according to the policies of each App Marketplace. If you have purchased your subscription through the Site, you can manage and cancel your subscription and any automatic renewals at any time following the instructions in your subscription purchase or renewal confirmation emails, or by following the instructions in the applicable support page of the Service.** Uninstalling an App will not result in the cancellation of your subscription. If you have begun a subscription period and you then decide to cancel your subscription during such period, you will not receive a refund for the fees you already paid for such subscription period, and you will continue to be able to use the Service for which you subscribed until the end of such subscription period. If you are a consumer resident in the European Economic Area, you may exercise your statutory right of withdrawal within 14 days of signing up for or upgrading to subscription in your account settings with the App Marketplace, according to the policies of each App Marketplace.

The Service may enable you to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to use virtual items or in-app consumables (collectively, the “**Virtual Items**”), which could include virtual cards, tokens or other units that can be

redeemed for additional features, enhancements, functionalities, content, or services within the Service. You are only allowed to purchase Virtual Items through the Service and you may only redeem or use Virtual Items through the Service in which the Virtual Items are purchased. **All consumable in-app purchases made through the Service and all Virtual Items (and all redemptions of Virtual Items) are final and non-refundable. You agree that Virtual Items may be subject to an expiration date and that, once expired, you will not receive any refund or compensation for unused Virtual Items. You acknowledge that you will not receive any refund or compensation for unused Virtual Items when your access to the Service or your account (if any) is suspended or terminated in accordance with these Terms.**

We may provide you with gift cards or promotional codes that can be redeemed for additional features, enhancements, functionalities, content, services, or Virtual Items within a specified Service and for a limited period of time, subject eligibility requirements (the “**Promotional Codes**”). Promotional Codes have no cash value, are personal, non-transferable, non-sublicensable, and we are under no obligation to provide any compensation in connection with a Promotional Code. The Service may require that you create or log in to your account to use Promotional Codes.

We may update or change our prices and payment terms (or add or remove Virtual Items) from time to time to reflect circumstances such as changes to the Service (including the addition of new features), changes in our business, changes in legal, regulatory, or contractual requirements, changes to the economic environment we operate in, or other justifiable or business reasons. In such cases, we will notify you in advance via email or a pop-up or push notification within the Service. Any changes to applicable recurring subscription fees will apply starting from the next subscription period (changes to subscription fees will not apply retroactively). If you are a consumer resident in the European Economic Area and do not agree with the new price or payment terms, you will have the statutory right to cancel your subscription and withdraw from these Terms free of charge before the new price or payment terms become effective by following the instructions above.

The validity of these Terms and the validity of any purchase associated with the Service will be considered independently from each other, meaning that the termination of such associated purchase will not affect the validity of these Terms, and the termination of these Terms may not affect the validity of such associated purchase.

6. **Prohibited Uses**

You agree that you will not, and will not permit any person accessing the Service using your account or device to do any of the following:

- Use the Service in any manner not permitted by these Terms;

- Use the Service for any purposes prohibited by applicable laws or regulations, or in any manner that violates or infringes upon the rights of others;
- Import, submit, upload, publish, post, communicate, or transmit to others in any way whatsoever, any unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist content, or any content that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity);
- Copy (except as expressly permitted by these Terms) or modify the Service;
- Frame, mirror, display or incorporate the Service or any portion into any other program, site, service or product;
- Use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any of our networks, technologies, products or services;
- Use any data mining or similar automated or manual data extraction, gathering or scraping methods in connection with the Service;
- Circumvent, bypass, defeat, modify, tamper or disable any content protection system, digital rights management, security feature or functionality in the Service; or
- Allow others to do any of the foregoing.

7. **Our Intellectual Property Rights**

We or our licensors retain and exclusively own all rights, title and interest in and to the Service and its content (including software, artwork, photos, videos, music, sounds, text, information and other materials posted, provided or otherwise made available through the Service, but excluding any User-Generated Content), including all intellectual proprietary rights, whether registered or not, which include, but are not limited to, copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to the Service.

We reserve all rights not expressly granted to you under these Terms.

8. **User-Generated Content**

The Service or one or more Promotions (as defined below) may provide features that allow you to upload, store, receive, create, modify, share or publish textual, visual, audio or other content (collectively, the “**User-Generated Content**”).

We do not claim any ownership rights to User-Generated Content.

In order to allow us to operate, provide you with, and improve the Service and our technologies (and to develop new ones), we must obtain from you certain rights related to User-Generated Content that is covered by intellectual property rights. You hereby grant us a license to use User-Generated Content for the purposes of operating, developing, and improving the Service or new technologies or services, except that we will only use your User-Generated Content to improve the performance of machine learning models with your prior consent, all in accordance with the applicable privacy policy (please refer to section 2 (**Privacy**) for the applicable privacy policy). You will not be entitled to compensation for any use of User-Generated Content by us under these Terms.

You are solely responsible for the User-Generated Content, and you represent and warrant that such content will not infringe upon or violate the rights of any person, that it complies with these Terms and any applicable law, and that you have all the rights and authorizations necessary to grant the license in the paragraph above and to upload, store, receive, create, modify, share or publish the User-Generated Content on or through the Service and, when applicable, in connection with the Promotion.

We welcome feedback, comments, and suggestions for improvements to the Service (**"Feedback"**). If you provide any Feedback, we may use it without restriction or compensation to you.

9. **Generative AI Features**

The Service may enable you to use certain features that implement one or more generative artificial intelligence models or tools (the **"Generative AI Features"**). The Generative AI Features may allow you to insert or upload as input text, images, video, audio or other content (**"Input"**). Based on the Input, you may generate and receive as output content such as text, images, video, or audio (**"Output"**). Your Input and Output are considered User-Generated Content under these Terms and, as between you and us, your Input and Output are yours.

Without limiting section 6 (**Prohibited Uses**) when using Generative AI Features, you will not, and will not permit any person accessing the Service using your account to do any of the following:

- Upload, generate, or distribute content that facilitates the exploitation or abuse of children, including all child sexual abuse materials and any portrayal of children that could result in their sexual exploitation;
- Upload, generate, or distribute content that contains or promotes sexually explicit content or profanity, including pornography, or any content or services intended to be sexually gratifying;
- Perform or facilitate dangerous, illegal, or malicious activities, including (a) facilitation or promotion of illegal activities or violations of law, (b) abuse, harm, interference, or disruption

of services (such as spam, phishing, or malware), (c) attempts to override or circumvent safety filters or intentionally drive the Generative AI Features to act in a manner that contravenes these Terms or other applicable policies, (d) generation or distribution of content that may harm or discriminate against individuals or a group, or promote any of the foregoing, and © generation or distribution of content intended to misinform, misrepresent, mislead, exploit, or harm others;

- Upload, generate, or distribute content that encourages the illegal or inappropriate use of alcohol, tobacco, drugs, or the use of explosives, firearms, ammunition or certain firearms accessories;
- Upload, generate, or distribute content that promotes violence or incite hatred against individuals or groups based on race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, caste, immigration status or any other characteristic that is associated with systemic discrimination or marginalization; or
- Upload, generate, or distribute content that depicts gratuitous violence or other dangerous activities.

10. **Promotions, Contests and Sweepstakes**

Promotions, contests, and sweepstakes that you enter on the Service or in connection with the Service (each, a “**Promotion**”) may be subject to official rules or conditions that are supplemental to these Terms, and which may provide eligibility requirements, entry instructions, deadlines, prize information and restrictions. If you wish to participate in a Promotion, please refer to the applicable official rules or conditions. If a Promotion’s official rules or conditions conflict with these Terms, the provisions contained in the official rules or conditions govern and control the relevant Promotion. Your entry into a Promotion constitutes User-Generated Content and is subject to all provisions of these Terms that govern your submission and our use of your User-Generated Content, and we may also use such User-Generated Content for advertising, marketing, and promotional purposes.

11. **Third-Party Services, Materials and Advertising**

The Service may enable access to third-party services, software, and websites (collectively, “**Third-Party Services**”). The Service may also display, include or make available content, information, and materials from third parties, including User-Generated Content (collectively, “**Third-Party Materials**”) or provide links to certain Third-Party Services or Third-Party Materials.

You understand that by using the Service, you may encounter content, including Third-Party Services and Third-Party Materials, that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search may automatically and unintentionally generate links or references to objectionable material. By using the Service, you further acknowledge and

agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Services or Third-Party Materials. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any Third-Party Services or Third-Party Materials. Such Third-Party Services and Third-Party Materials are provided solely as a convenience to you. You agree to use the Service and any Third-Party Services or Third-Party Materials at your sole risk, and you acknowledge that we will not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on or linked from your device may not be available in all languages, in all countries, or in all operating systems. We make no representation that such Third-Party Services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access or use such Third-Party Services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws.

We, and our content providers and licensors, reserve the right to change, suspend, remove, limit, or disable access to any Third-Party Services or Third-Party Materials at any time to offer new or different features, technologies, or services, to repair, improve or further develop the Service, to comply with legal, regulatory or contractual requirements, in response to exceptional or unforeseen circumstances, or for other justifiable or business reasons. In such cases, if reasonably necessary or if required under applicable law, we will notify you via email or a pop-up or push notification within the Service. If you are a consumer resident in the European Economic Area and any such update, change, suspension or discontinuation of the Service (or any part, content or feature) would reasonably be expected to have a significant adverse impact on your access or use of the Service, we will notify you in advance and you will be entitled to withdraw from these Terms free of charge during the notice period. We will not be liable for the limitation, removal of, or disabling of access to any such services or materials in accordance with these Terms.

You acknowledge and agree to comply with applicable third-party terms and conditions related to the use of the Service, Third-Party Services, and Third-Party Materials.

The Service may contain advertisements. In consideration for your access and use of the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service.

This section does not affect section 14 (**Limitation of Liability**).

12. **Disclaimer of Warranties**

You expressly acknowledge and agree that your use of the Service is at your sole risk. To the maximum extent permitted by law, we disclaim all warranties and conditions of merchantability, of satisfactory quality, and of fitness for a particular purpose. We cannot warrant against interference with your enjoyment of the Service, that the functions contained in, or services performed or provided by, the Service will meet your requirements, or that the operation of the Service will be constantly available, uninterrupted, secure, or error-free. No oral or written information or advice given by us or our authorized representatives will create a warranty. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you (for example, this section does not affect the legal protections, including the statutory warranties, granted to consumers under the law of the European Union). If you have questions or complaints in connection with this section, we encourage you to contact us by visiting the relevant support page (please refer to the introductory section of these Terms).

This section does not affect section 14 (**Limitation of Liability**).

13. **Indemnification**

You will defend, indemnify and hold us, our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns (each of the foregoing, an “**Indemnitee**”) harmless from all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, professional fees and reasonable attorneys’ fees incurred by one or more Indemnitees, to the extent directly or indirectly arising out of or resulting from: (a) your User-Generated Content; (b) any breach of these Terms by you or any person accessing the Service using your account or device; (c) your access or use of the Service; (d) your violation of any applicable law or regulation; (e) your violation of the rights of any third party, including, but not limited to, privacy, intellectual property or proprietary rights with respect to your use of the Service, performance of your obligations under these Terms, or exercise of rights granted to you under these Terms. You agree that we will have the right to control the defense, negotiation, and settlement of any claim subject to indemnification by you and that you will fully cooperate with us in the defense, negotiation, or settlement of any such claim, and that we will have the right to select counsel handling such defense, negotiation or settlement in our sole discretion.

14. **Limitation of Liability**

To maximum extent permitted under applicable law, we (and our affiliates, parent companies, officers, agents, employees, partners, licensors, contractors, permitted successors and permitted assigns) will not be liable for any moral, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related

to your use or inability to use the Service, or any User-Generated Content, unless such damages are caused by our breach of these Terms. These Terms do not limit our liability for death, personal injury, fraud, or gross negligence.

The above limitations or exclusions do not affect your statutory consumer rights in your applicable jurisdiction, including the remedies available to consumers for lack of conformity (for example, pursuant to the Italian Legislative Decree No. 206/2005).

15. **Withdrawal and Termination**

These Terms are effective until you perform each of the following: (i) stop using our Service, (ii) uninstall and delete any copies in your possession, (iii) cancel any account, and (iv) cancel all active subscriptions. You may stop using the Service at any time. Please refer to section 5 (**Purchases, Subscriptions, Promotional Codes, Auto Renewals, Changes to Fees and Withdrawal Right**) for information on how you can cancel your subscription or any automatic renewals.

We may withdraw from our agreement with you under these Terms at any time by providing you with at least a 30 days' advance notice. If we withdraw from this agreement, your current subscription period will terminate, and you will be eligible to receive a refund for the portion of the fees you have paid corresponding to the subscription period following our withdrawal.

We may terminate our agreement with you under these Terms with immediate effect if you breach one or more of sections 3 (**Eligibility**), 4 (**End User License**), 6 (**Prohibited Uses**), 8 (**User-Generated Content**), and 16 (**Account**). If we terminate this agreement for breach, you will not receive a refund for the fees you already paid.

Upon expiration, termination, or cancellation of these Terms for any reason, (a) you must cease all use of the Service and uninstall and delete all copies of all Apps or software included with the Service in your possession, and (b) all rights and obligations of both parties to these Terms, including all licenses granted under these Terms, will immediately terminate. The provisions of these Terms that are by their nature intended to survive termination or expiration of these Terms will so survive.

16. **Account**

If the Service allows you or requires you to provide registration information and create an account, these Terms also govern your account. You state that you will provide only true, current and accurate information when you create your account or provide us with the required information, and that you meet the eligibility requirements under these Terms. You agree to update your registration information to keep it accurate and current.

We may ask you to confirm your registration information (such as your email address) to continue using the Service. If you choose not to do so, your access to the Service may be

restricted or terminated.

When you choose a username or otherwise create a nickname, you agree not to use any name that is unlawful, fraudulent, deceptive, harmful, defamatory, inaccurate, abusive, offensive, threatening, hateful, violent, harassing, discriminatory or racist, or any name that infringes or violates another person's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You agree not to impersonate any person or misrepresent your identity or affiliation with any person. You further agree not to purchase, sell, rent or give away your account.

You will not share your account or your registration information, and you will not let anyone else access your account. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your registration information, you must immediately notify us and modify your registration information. You are solely responsible for maintaining the confidentiality of your registration information, and you will be responsible for all uses of your registration information, including purchases, whether or not authorized by you.

To the maximum extent permitted under applicable law, you are responsible for anything that happens through your account.

17. Governing Law and Jurisdiction

The laws of Italy, excluding its conflict of law provisions, will govern these Terms and your use of the Service. If you are a consumer resident in the European Union, these Terms will not affect the mandatory laws and statutory consumer rights of your country of residence.

Any controversy or claim in relation to the application or interpretation of these Terms and arising out of your use of the Service will be submitted to the exclusive jurisdiction of the Courts of Milan, Italy. If you are a consumer resident or domiciled in the European Union, you may submit your claim to the court of your place of residence or domicile.

18. Online Dispute Resolution

As an alternative to resolution of disputes through courts, consumers resident in the European Union may refer their complaint to the European Online Dispute Resolution Platform. Consumers may obtain more information by visiting the European Commission's [Online Dispute Resolution Platform site](#).

19. General

We may issue any notice that is required or referenced in these Terms to you by (a) email, (b) posting notice through the Service, or (c) other legally accepted means. It is your responsibility to keep your information current to receive notifications and to check the Service regularly (for example, by opening the App once a month). Notices sent by email

will be effective when we send the email to the address you provided to us, and notices we provide by posting will be effective upon posting. Electronic delivery of a notice will have the same legal effect as if we provided you with a physical copy.

You will not assign, subcontract, delegate, or otherwise transfer these Terms, or your rights and obligations under these Terms, without obtaining the prior written consent of one of our authorized representatives, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be void. We may assign these Terms, or any right set out in these Terms, in whole or in part, without your consent, to any person or entity at any time, on condition that the assignment does not diminish the protection of your rights.

Any failure by us to exercise or enforce any of our rights under these Terms does not waive our right to enforce such right. Any waiver of such rights will only be effective if it is in writing and signed by one of our authorized representatives. The rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law.

If any provision or part of these Terms is found to be unlawful, void or for any reason unenforceable, that provision, or the affected part thereof, will be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible. Any unaffected provision of these Terms will remain in full force and effect.

These Terms will be binding upon the parties and their respective successors and permitted assigns.

20. **Additional Terms for App Marketplaces**

When you access, purchase or download the App from the Apple App Store, you acknowledge and agree that:

- These Terms are concluded between you and AI Creativity, and not with Apple Inc. or its subsidiaries (collectively, “**Apple**”), and as between AI Creativity and Apple, AI Creativity is solely responsible for the App and the content thereof.
- You may only use the App on an Apple-branded product that you own or control and as permitted by the *Usage Rules* set forth in the terms and guidelines that govern your use of the Apple App Store (including the *Apple Media Services Terms and Conditions*), except that the App may be accessed and used by other accounts associated with your account from which you made your purchase via Family Sharing or volume purchasing.
- Apple has no obligation whatsoever 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 purchase price for the App to you where applicable. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of AI Creativity.
- Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, without limitation: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between Apple and AI Creativity, AI Creativity will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You may not use or otherwise export or re-export the App or any component or product thereof except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. You also agree that you will not use the App or any component or product thereof for any purposes prohibited by such laws. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list.
- You must comply with applicable third-party terms of agreement when using the App.
- Apple is a third-party beneficiary of these Terms, and 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.

When you access, purchase or download the App from Google Play, you acknowledge and agree that:

- To the extent that these Terms conflict with the *Google Play Developer Distribution Agreement*, the *Google Play Terms of Service* or the terms and guidelines that govern your use of Google Play (the “**Google Play Terms**”), the Google Play Terms will prevail with respect to your use of the App that you access, purchase or download from Google Play.
- Google LLC or its subsidiaries will not be responsible for and will not have any liability under these Terms.

21. **Additional Terms for Shutterstock Content**

If any Shutterstock content is made available to you through the Service (the “**Shutterstock Content**”), your use of Shutterstock Content is also subject to the additional terms in this section, together with any other applicable Shutterstock terms and conditions provided to you. You may not use any Shutterstock Content:

- Except solely as synchronized with the audio-visual or audio-only content created and distributed using the Service or otherwise download any Shutterstock Content in its original, unaltered form outside the Service;
- To remix, mashup, or otherwise alter the Shutterstock Content, except for basic editing (e.g., setting start/stop points, determining fade-in/fade-out points, etc.);
- Together with pornographic, defamatory, or unlawful content or in such a manner that it infringes upon any third party’s trademark or intellectual property rights;
- Portraying any person depicted therein in a way that a reasonable person would find offensive, including without limitation, depicting any person: (a) in connection with pornography, adult videos, adult entertainment venues, escort services, dating services, or the like; (b) in connection with the advertisement or promotion of tobacco products; (c) as endorsing a political party, candidate, elected official, or opinion; (d) as suffering from, or medicating for, a physical or mental ailment; or € engaging in immoral or criminal activities; or
- As a trademark, service mark, logo, or as a source-identifying “theme song” such that the use of the music is intended to create brand associations with the content or products with which it is associated.

Declaration pursuant to Art. 1341 and 1342 of the Italian Civil Code

Pursuant to articles 1341 and 1342 of the Italian Civil Code, you declare you have read and specifically accept sections 1 (**Changes to the Terms and the Service**), 5 (**Purchases, Subscriptions, Promotional Codes, Auto Renewals, Changes to Fees and Withdrawal Right**), 8 (**User-Generated Content**), 9 (**Generative AI Features**), 12 (**Disclaimer of Warranties**), 13 (**Indemnification**), 14 (**Limitation of Liability**), 15 (**Withdrawal and Termination**), 16 (**Account**), 17 (**Governing Law and Jurisdiction**), and 19 (**General**).

Last updated: 9 February 2024

Bending Spoons S.p.A.

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