

Terms and conditions of use

1. Introduction

1.1. These terms and conditions (the "Terms") shall govern your use of our website, and constitute the entire terms and conditions applicable to each visitor or user ("User" our "you") of our website, and/or to any services, applications and features offered by us with respect thereto (all services offered through our Website- the "Services") and/or to any content offered by us on our website (the "Content"), and/or to any product or content resulting from the Services (the "Product/s").

1.2. By using our website, you accept these Terms in full; accordingly, if you do not read, fully understand and agree to the Terms, you must immediately leave our Website and avoid or discontinue all use of the Services.

1.3. If you register with our website, submit any material to our website or use any of our website Services, we will ask you to expressly agree to these Terms.

1.4. You must be at least eighteen (18) years of age to use our website; by using our website or agreeing to these Terms, you warrant and represent to us that you are at least eighteen (18) years of age and possess the legal authority, right and freedom to enter into these Terms and to form a binding agreement.

1.5. Our website uses cookies; by using our website or agreeing to these terms and conditions or using our Services, you acknowledge that you have read our Privacy Policy available at ("Privacy Policy") and that you consent to our use of cookies in accordance with the terms of the Privacy Policy.

2. Representations:

You hereby represent as follows:

2.1. you are not a resident of a country that the U.S. government has embargoed for use of Services, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations;

2.2.your country of residence and/or your company's country of incorporation is the same as the country specified in the contact and/or billing address you provide us;

2.3.you warrant and represent that you own all rights in and to any content uploaded or provided by you to us (the "User Content"), including any designs, images, illustrations or artworks, or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the User Content, as necessary to legally access to, import, copy, use, publish, transfer or license such User Content by you and us;

2.4.the User Content is (and will continue to be) non-infringing upon any third party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use, or for us to access, import, copy, upload, use or possess in connection with the Services;

3. Undertakings

3.1.You undertake and agree to:

1. fully comply with all applicable laws and any other contractual terms which govern your use of the Services;
2. be solely responsible and liable with respect to any of the uses of the Services by you or anyone on your behalf, and for any of your User Content (including for any consequences of accessing, importing, uploading, copying, using or publishing such User Content or with respect to the Services or the Product);
3. receive from time to time messages from us regarding the Service and/or promotional messages and materials from us, by mail, e-mail or any other contact form you may provide us with. If you wish not to receive such promotional materials or notices - please just notify us at any time;
4. allow us to use in perpetuity, worldwide and free of charge, any version of the User Content (or any part thereof) for any marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against us or anyone on our behalf relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide that you may have in or to your User Content with respect to such limited permitted uses, all subject to the provisions of these Terms.

3.2. You agree and undertake not to:

- 3.2.1. copy, modify, create derivative works of, download, adapt, emulate, translate, compile, decompile or disassemble the Services or the Products (or any part thereof) and/or the Content and/or any part thereof in any way, and not to publicly display, perform, transmit or distribute any of the foregoing without our prior written and specific consent;
- 3.2.2. submit, transmit or display any User Content, or use the Content or the Products in a context, which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the of our rights or any third party rights (including any intellectual property rights, privacy rights, contractual or fiduciary rights);
- 3.2.3. sell, license, or exploit for any commercial purposes, the Content and/or the Products;
- 3.2.4. remove or alter any copyright notices, restrictions and signs indicating proprietary rights contained in or accompanying the Products;
- 3.2.5. violate, attempt to violate, or otherwise fail to comply with any of the Terms or any laws or requirements applicable to your use of the Services.
- 3.2.6. Upload the Content or the Products or any part thereof on Youtube. Without derogating from your said undertaking, you hereby acknowledge that any upload on Youtube is made at the sole responsibility and liability of the User, including liability for any claim of violation of any third party's intellectual property rights.

4. Intellectual Property

- 4.1. As between you and us, you shall own all intellectual property pertaining to your User Content. We do not claim ownership rights on your User Content. For the purpose of granting you the Service, you know and agree that we will need to access, upload and/or copy your User Content, to make adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform the Services, as we deem fit. In addition, by uploading, providing or submitting your User Content to us you are granting us permission to use your User Content in connection with the promotion of this website and/or the Services and/or Products, provided that any use of the User Content by us will be made without publishing your name or the name of the creator of the User Content.

4.2. All rights, title and interest in and to the Services and/or the Content and/or the Product, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law, including any artwork, graphics, images, applications, audio, music, video and other media, designs, animations, the “look and feel” of the Services or the Products, methods, logos, trademarks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, “Intellectual Property”), and any derivations thereof, are owned by and/or licensed solely to us.

4.3. Subject to your full compliance with the Terms and full and timely payment for the Services, we hereby grant you, an exclusive, non-transferable, limited license to use the Products for your own personal use only and solely as expressly permitted under these Terms. You undertake not to use the Product or any part thereof for any commercial use.

4.4. These Terms do not convey any right or interest in or to the Intellectual Property (or any part thereof), except only for the limited license expressly granted above. Nothing in these Terms constitutes an assignment or waiver of the Intellectual Property rights under any law.

5. Privacy

Certain parts of the Services require or involve the submission, collection and/or use of certain personally identifying or identifiable information. In particular and as a part of accessing or using the Services, we may collect, access and use certain data pertaining to Users. We encourage you to read our [Privacy Policy](#), for a description of such data collection and use practices.

6. Invoices

We will issue an invoice or credit memo for any payment of Fees or refund made to or by us (“Invoice”). Each Invoice will be issued in electronic form and based on the country stated in your billing address, and will be made available to you by e-mail. For the purpose of issuing the Invoice, you may be required to furnish certain

Personal Information (as such term is defined in the Privacy Policy) in order to comply with local laws.

7. Disclaimer of Warranties

We provide the Services on an “As Is”, “with all faults” and “As Available” basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, non-infringement, or any other warranty - all to the fullest extent permitted by law. We specifically do not represent or warrant that the Services and/or the Products (or any part, feature or Content thereof) are of any certain quality or comply with any laws applicable to you.

You acknowledge that we cannot and do not guarantee any specific outcome from the use of our Services.

8. Limitation of Liability

To the fullest extent permitted by law in each applicable jurisdiction we, Zuzu animation and/or Noa Tchernov, exempt dealer number 028645059 our officers, directors and/or employees (hereinafter: “ZUZU”), shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the Services or the Products; (3) any use of the Product by you or any third party which is made not in accordance with these Terms; (4) events beyond our reasonable control; and/or (5) loss of profits, goodwill, or other intangible losses, resulting from the use of Products not in accordance with these Terms or the inability to use any or all of the Services.

9. Indemnity

You agree to defend, indemnify and hold harmless ZUZU from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys’ fees) arising from: (1) your violation of any term of these Terms; (2) violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your User Content and/or your use of the Services or the Products; and/or (3) any other type of claim that your User Content caused damage to a third party.

10. Cancellation

- 10.1. Orders placed by you for the Services are irrevocable and cannot be canceled by you once completed, as the Product is specifically created for each User pursuant to his/her order (custom-made).
- 10.2. Failure to comply with any of the Terms, including without limitation, submission of User Content which does not comply with the provisions of Section 3.2.2 above, shall entitle us to suspend or cancel the provision of the Services to you.

11. General

11.1. Changes & Updates

We reserve the right to change any of the Terms with or without prior notice - at any time and in any manner.

11.2. Governing Law & Jurisdiction

The Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Services and/or the Products, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Israel, without respect to its conflict of laws principles.

Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Tel Aviv, Israel. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

11.3. Notices

We may provide you with notices in any of the following methods: (1) by e-mail, sent to the e-mail address you provided us; and/or (2) through any other means, including any phone number or physical address you provided us. Our notices to you will be deemed received and effective within twenty four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

11.4. Relationship

The Terms, and your use of the Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between us and you.

11.5. Entire Agreement

These Terms, together with any other legal or fee notices provided to you by us, shall constitute the entire agreement between you and us concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between us and you, including those made by or between any of our respective representatives, with respect to any of the Services and/or the Products. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure in entering into any of the Terms.

11.6. Assignment

We may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in the Services and/or Products to a third party without your consent or prior notice to you, subject to the provisions of these Terms. You may not assign or transfer any of your rights and obligations hereunder without our prior written consent. Any attempted or actual assignment thereof without our prior explicit and written consent will be null and void.

11.7. Severability & Waivers

If any provision of these Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.