TERMS OF SERVICE FOR ANIMA SERVICES

Introduction

1. AnimaApp is a provider of application(s), Figma plugin(s), VS code extension(s) and webapp(s) (the "**AnimaApp**"). AnimaApp and the services offered via AnimaApp, is owned and operated by Anima App, Inc. registered in Delaware, US. (hereafter referred to as "**AnimaApp**" "**we**" or "**us**" or "**Company**").

2. AnimaApp offers you a set of tools for websites and mobile app design, including software for Mac, PC, API/SDK, mobile, plugins and extensions for design softwares and websites.

3. By using our software, downloading our plugins or extensions, or visiting our website and accessing the information, resources, services, products, and tools we provide, you (hereafter referred to as "**you**" or "**Customer**" or **"User"** or **"Visitor"**) understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as "**User Agreement**" or "**Agreement**" or "**Terms of Service**").

4. We reserve the right to change this User Agreement from time to time without notice (you are free to download it periodically and check the changes based on the revision and date of this document). You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

You Represent and Warrant That

5. You are at least eighteen (18) years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into the AnimaApp Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the AnimaApp Terms.

6. You understand that AnimaApp does not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use or any of your End Users, or your compliance therewith.

Specifically Regarding Your User Content

7. You, the user, own all rights in and to any content uploaded by you ("User Content"), including any designs, images, code, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, literary works and any other materials ("Content"), 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 use, publish, transfer or license any and all rights and interests in and to such User Content.

8. You, the user, will make your best efforts to ensure that the User Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights. To the best of your knowledge, the User Content is not illegal in the relevant territories where it is viewed, used or hosted. To the best of your knowledge, the user content does not infringe on any trademark, patent, trade secret, or copyright, and in no way unlawful for you to possess, post, transmit or display in the country in which you or your User Website's or applications visitors and users ("End Users") reside, or for AnimaApp and/or your End Users to use or possess in connection with AnimaApp Services or to use The Content in accordance with the rules, laws and terms of service herein or any other applicable law, regulation or policy applicable to such use.

9. You, the user, have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.

10. We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise harmful or violates any third party copyrights or

trademarks. You hereby consent to such removal, and consent to waive any claim against us.

11. You agree to indemnify and hold harmless AnimaApp and its affiliates, and their directors, officers, managers and employees from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, incurred from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such an event, you shall provide us with such cooperation as is reasonably requested by us.

Service Fees and Payments

12. The use of certain AnimaApp Services may be subject to payment of particular fees, as determined by AnimaApp in its sole discretion ("Paid Services" and "Fee(s)", respectively). AnimaApp will provide notice of such Fees then in effect in relation to such Paid Services. If you wish to receive or use such Paid Services, you are required to pay all applicable Fees in accordance with the payment terms agreed and set forth in a mutually executed agreement/order-form.

13. AnimaApp reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions. If you received a discount or other promotional offer, AnimaApp shall have the right to automatically and without notice renew your subscription to such AnimaApp Service(s) at the full applicable Fee - at which time, you may terminate your subscription.

14. All Fees shall be deemed to be in U.S. Dollars, except as specifically stated otherwise in writing by AnimaApp. To the extent permitted by law (and unless specified otherwise by AnimaApp in writing), all Fees are exclusive of all taxes (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities ("Taxes"), and you shall be responsible for payment of all applicable Taxes relating to your use of the AnimaApp Services, or to any payments or purchases made by you. If AnimaApp is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added

and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice for such transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties in connection with the purchase of Paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). AnimaApp is not responsible for any such additional fees or costs.

15. As part of registering or submitting information to receive Paid Services, you also authorize AnimaApp (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment (or otherwise charge, refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries AnimaApp or its affiliates may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiry date or card number as may be provided to us by your credit card company).

Responsible Use and Conduct

16. By visiting our website and accessing/using the information, resources, services, products, and tools we provide for you (hereafter referred to as "**Resources**"), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

17. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will not be misleading, and will always be accurate, correct, and up to date - to the best of your abilities.

18. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s, except the actions of AnimaApp that were done at their behest.

19. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.

20. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

21. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

22. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

Confidentiality; Proprietary Rights

23. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of AnimaApp includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after two (2) years following the disclosure thereof or any information that the Receiving Party can

document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

24. AnimaApp shall own and retain all right, title and interest in and to (a) the Services and Resources, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Resources or support, and (c) all intellectual property rights related to any of the foregoing.

25. Notwithstanding anything to the contrary, AnimaApp shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom) and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

26. All content and resources created by you, including code you have generated with our software derived from your own design or free design samples, is yours forever, and we have no claims on it.

<u>Beta Software and Early Access</u>

27. You acknowledge that you know some of our Resources are in "Beta version" or under experiment and that such early access is granted for selected users only, you also acknowledge that the license to use our Resources (as provided by this Agreement) can be revoked by AnimaApp at any time. You further acknowledge that early access to a beta version does not imply free license to a non-beta

version in future. You represent and warrant to keep the contents of the beta version CONFIDENTIAL AND PRIVATE.

28. Any features that may be saving or exposing data, may not always be available and AnimaApp shall not be liable for any loss of data, damage to third party data or loss of access to such data.

<u>Limitation of Warranties</u>

29. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services.

30. Company warrants that the services do not and shall not infringe on any third party intellectual property, to the best of its knowledge, including but not limited to copyright, patents or trademarks.

31. **COMPANY DOES NOT WARRANT THAT THE SERVICES OR FILES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

32. Furthermore, you understand and agree that:

    32.1. Company shall make the utmost effort to ensure that any content, files or assets are error free and bug free. However, Company does not guarantee that code generated by its service are without faults or flaws. Any content, code, files or assets downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download or availability, or lack thereof, of such content, files, images, assets or code.

    32.2. No information or advice, whether expressed, implied, oral or written, obtained by you from AnimaApp or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

32.3. Users and 3rd parties are strictly prohibited from disassembling, reverse-engineering, decompiling, circumventing or disabling/modifying any technical features or otherwise attempting to derive the source code of the extensions, apps, sites or plugins. Additionally, users are not permitted to debug, modify, or use any code from the extension, apps, sites or plugins for any purpose other than its intended functionality.

32.4. Users and 3rd parties may not use Anima-generated code, assets, or content for the purpose of training machine learning or AI models, or for improving a code generation/design generation solution in any other way.

Limitation of Liability

33. In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services during the 3 months preceding the above mentioned claims.

34. AnimaApp will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, files that we provide or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

35. UNLESS OTHERWISE EXPRESSED, ANIMAAPP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Permitted and Prohibited Uses

36. Our service is designed to be used by designers, developers and platforms in order to convert design assets (documents, designs, files, sites) into developer ready assets (code, images, files, styles, libraries, test data, storybook files). You,

as well as your users, may use our service only for lawful purposes and in accordance with these Terms.

36.1. You agree not to use the service:

36.1.1. For any unlawful purpose, including but not limited to hacking, phishing, or distributing malware.

36.1.2. To violate any local, state, national, or international law or regulation.

36.1.3. To impersonate or attempt to impersonate another person or entity.

36.1.4. To engage in activities that interfere with or disrupt the service, including actions that place an unreasonable or disproportionately large load on our infrastructure.

36.1.5. To infringe upon or misappropriate any intellectual property rights or other proprietary rights.

37. Customer ownership of assets, documents, designs and materials:

37.1. All assets, data, and content created or uploaded by the customer or end user to the service remain the exclusive property of the customer and/or the end-user. The service does not claim any ownership over these assets, and all rights, title, and interest in and to the assets belong to the customer. Should it be determined that the customer and/or end-user do not own these properties, it is the responsibility of the customer to inform AnimaApp and the content shall be removed as deemed appropriate. It is the responsibility of the customer to determine the rights and ownership of their own content and end-user content.

38. Definition of Seats and Usage

38.1. A "Seat" is defined as a license that allows one user to access the service at any given time. Each Seat is associated with a unique user login and cannot be shared between multiple individuals concurrently.

38.2. Each Seat is assigned to a single user and may not be shared

between multiple individuals.

38.3. Only one user is permitted to use a Seat at a time. If you require multiple users to access the service simultaneously, you must purchase additional Seats accordingly.

38.4. Violation of this policy may result in suspension or termination of the account.

38.5. Payments could be priced based on the agreement or subscription type:

38.5.1. Fixed monthly subscription with agreed upon assets, seats and number of transactions (imports/exports/API uses/messages/tokens)

38.5.2. Monthly add-ons (e.g., seats, additional exports/imports/messages)

38.5.3. Pay-as-you-go based on monthly actual usage of the customer and/or end-users.

Copyrights/Trademarks

39. All content and materials available on AnimaApp, including but not limited to text, graphics, website name, subdomains, product names, code, images and logos (the "**Content**") are the intellectual property of AnimaApp (or of third parties which gave AnimaApp the right to use such materials and content), are protected by applicable copyright and trademark law.

Termination of this Agreement

40. The company has the right to suspend or terminate this agreement in any time and without any notice.
41. Upon suspension or termination your right to use the Resources we provide will cease immediately or at a later point, at our discretion.
42. You also have the right to cancel your account at any time without penalty.
43. In the event of account cancellation, either by you or us, you will lose all data related to your account that was stored on our servers and on the cloud. However, all content and resources created by you, including code you have

generated with our software derived from your own design or free design samples, is yours forever, and we have no claims on it.

General

44. AnimaApp respects your privacy and is committed to protecting your personal information.

45. This privacy notice tells you the types of information we collect about you when you visit our sites animaapp.com, animaapp.github.io its subdomains and other sites of ours (the "Site" or "Sites") and use our products and services or which we otherwise obtain directly from you or from a third party, how we use that information, and the instances in which we share your information. This privacy notice may change from time to time so please check this policy regularly.

46. Our Site, products and services are not intended for children and we do not knowingly collect data relating to children.

47. AnimaApp is the controller and responsible for your personal information.

48. We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact our data privacy manager by mailing support@animaapp.com, or using the details on the end of this document.

49. Data Protection Officer:

    If you have any questions or concerns regarding your personal data or this policy, please contact our Data Protection Officer at security@animaapp.com.

What Information We Collect

50. We collect two types of information regarding our Visitors and Users:

    50.1.   Un-identified and non-identifiable information pertaining to a Visitor or un-identified User, which may be made available to us, or collected automatically via his/her use of the Services ("Non-personal Information"). Such Non-personal Information does not enable us to identify the Visitor or User from whom it was collected. The Non-personal Information collected by us mainly consists of technical and aggregated usage information, such as Visitors' and Users' browsing and 'click-stream' activity on the Services,

session heatmaps and scrolls, non-identifying information regarding the Visitor's or User's device, operating system, internet browser, screen resolution, language and keyboard settings, internet service provider, referring/exit pages, date/time stamps, etc.

50.2. Individually identifiable information, namely information that identifies an individual or may with reasonable efforts cause the identification of an individual, or may be of private or sensitive nature ("Personal Information" or "personal data"). The Personal Information collected by us mainly consists of contact details (e.g., e-mail address or phone number), billing details (name, physical billing address, payment method and transaction details), which are only collected from Users with Paid Services, details regarding a browsing or usage session (IP address, Geo-location and/or device unique identifier), details regarding connected third party accounts (such as the e-mail or username for a connected PayPal, Google or Facebook account), scanned identification documents provided to us (such as an ID card, driver's license, passport or official company registration documents, student ID), correspondences (including those made through or uploaded to our Services), and any other Personal Information provided to us by Visitors and/or Users through their access to and/or use of the Services. For the avoidance of doubt, any Non-personal Information that is connected or linked to Personal Information (for example, in order to improve the Services we offer) is deemed and treated by us as Personal Information, as long as such connection or linkage exists.

51. Users of Users Information:

We may also collect similar information pertaining to visitors and users of our User's websites or services ("Users-of-Users"), solely for and on our Users' behalf (as further described below).

52. Upon request, enterprise and/or API users may request a ZDR (Zero Data Retention) document/agreement.

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How Do We Collect Such Information

53. We collect information through your use of the Services. When you visit or use our Services, including when you browse the Website or any User Website, register a User Account, edit your User Website and upload information and content, and/or download and use any of our plugins or other software. We are aware of it and will usually gather, collect and record such uses, sessions and related information, either independently or with the help of third-party services as detailed below, including through the use of "cookies" and other tracking technologies, as further detailed below.

54. We collect information which you provide us voluntarily. For example, we collect the Personal Information you provide us when you register to our Services; when you sign in to our Services via third party services such as Facebook or Google; when you place purchases and/or subscribe to plans; when you submit or upload such Personal Information as you use any of our Services, websites, extensions, plugins, or other software; and/or when you contact us directly by any communication channel (e.g., AnimaApp's support, emails, etc).

55. We also collect information from third party sources as described below.

56. LLM training and privacy: AnimaApp currently utilizes a mix of homespun LLM models, open source and SaaS based models from various providers. We at AnimaApp commit to the following:

    56.1.   AnimaApp will not train or fine tune our models using customer code without explicit permission from the code owner. This applies to code provided by the users to AnimaApp through Personalization features, Code snippet/samples, Git and Github integrations, User prompts and instructions.

    56.2.   AnimaApp will not allow 3rd parties to train on user data.

57.   While we do retain certain data from your interactions with AnimaApp, this data is retained for quality control and validation purposes. The data assists us to better understand user needs and requirements, but this data will not be used to train our models without explicit user consent.

Why Do We Collect Such Information

58. We collect such Non-personal and Personal Information for the following purposes:

    59.   Lawful Basis for Processing:

        59.1.   We process your personal data based on the following lawful bases:

        59.2.   **Consent**: For direct marketing communications, we rely on your explicit consent.

        59.3.   **Contract**: We process personal data necessary for the performance of our contract with you.

        59.4.   **Legitimate Interests**: For improving our services and ensuring security, we rely on our legitimate interests, ensuring that such processing does not override your rights and freedoms.

        59.5.   To provide and operate the Services.

        59.6.   To further develop, customize and improve our Services, based on Visitors' and Users' common or personal preferences, experiences and difficulties.

        59.7.   To provide our Users with ongoing customer assistance and technical support.

        59.8.   To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages.

        59.9.   To facilitate, sponsor and offer certain contests, events and promotions, determine participants' eligibility, monitor performance, contact winners and grant prizes and benefits.

        59.10.   To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services.

        59.11.   To enhance our data security and fraud prevention capabilities

        59.12.   To consider Applicants' candidacy for working at AnimaApp.

        59.13.   To comply with any applicable laws and regulations.

60. We will only use your Personal Information for the purposes set out above where

we are satisfied that:

60.1. Our use of your Personal Information is necessary to perform a contract or take steps to enter into a contract with you (e.g. to provide you with a website builder, to provide you with our customer assistance and technical support), or

60.2. Our use of your Personal Information is necessary to comply with a relevant legal or regulatory obligation that we have, or

60.3. Our use of your Personal Information is necessary to support legitimate interests that we have as a business (for example, to maintain and improve our Services by identifying user trends and the effectiveness of AnimaApp's campaigns and identifying technical issues), provided it is conducted at all times in a way that is proportionate, and that respects your privacy rights.

61. Our Services are not permitted to children under 18 years of age. No one under age 18 should provide any Personal Information to us through any of our Services. We do not knowingly collect Personal Information from children under 18. Parents and guardians should supervise their children's activities at all times.

Where Do We Store Your Information

62. You acknowledge that while doing so, we may continue to collect, store and use your Personal Information elsewhere, including in the United States of America as explained above.

63. Data Transfers: We may transfer your personal data to countries outside the European Economic Area (EEA), such as the United States and Israel. These transfers are based on Standard Contractual Clauses (SCCs) approved by the European Commission or other approved mechanisms ensuring an adequate level of protection.

64. AnimaApp Visitors', AnimaApp Users' and Users-of-Users' Personal Information may be maintained, processed and stored by AnimaApp and our authorized affiliates and service providers in the United States of America, in Israel, and in other jurisdictions as necessary for the proper delivery of our Services and/or as

may be required by law.

65. AnimaApp Jobs Applicants Information will be maintained, processed and stored in the United States of America, in Israel, in the applied position location(s), and as necessary, in secured cloud storage provided by our Third Party Services.

66. AnimaApp is based in Israel and in the state of New York, which are considered by the European Commission to be offering an adequate level of protection for the Personal Information of EU Member State residents.

67. AnimaApp affiliates and service providers that store or process your Personal Information on AnimaApp's behalf are each contractually committed to keep it protected and secured, in accordance with industry standards and regardless of any lesser legal requirements which may apply in their jurisdiction.

68. Data Localisation Obligations: If you reside in a jurisdiction that imposes "data localisation" or "data residency" obligations (i.e., requiring that Personal Information of its residents be kept within the territorial boundaries of such jurisdiction), and this fact comes to our attention, we may maintain your Personal Information within such territorial boundaries, if we are legally obligated to do so.

You acknowledge that while doing so, we may continue to collect, store and use your Personal Information elsewhere, including in the United States of America as explained above.

Opting Out

69. Your Rights

    69.1. You have the right to:

        69.1.1. Access your personal data.

        69.1.2. Rectify inaccurate or incomplete data.

        69.1.3. Request deletion of your data (right to be forgotten).

        69.1.4. Restrict processing of your data.

        69.1.5. Object to processing based on legitimate interests or direct marketing.

        69.1.6. Data portability.

69.2. To exercise these rights, please contact us at support@animaapp.com. We will respond to your request within one month.

70. Upon request AnimaApp will provide you with information about whether we hold any of your Personal Information. You may access, correct, or request deletion of your Personal Information by emailing to support@animaapp.com. We will respond to your request within a timeframe imposed by local laws or a reasonable timeframe.

71. Please note that permanently deleting your AnimaApp account erases all of your information from AnimaApp's databases. After completing this process, you can no longer use any of your AnimaApp Services, your User Account and all its data will be removed permanently, and AnimaApp will not be able to restore your account or retrieve your data in the future. If you contact AnimaApp Support in the future, the system will not recognize your account and Support agents will not be able to locate the deleted account.

Users of Users

72. AnimaApp may collect, store and process certain Non-personal and Personal Information of Users-of-Users ("Users-of-Users Information"), solely on our Users' behalf and at their direction. For example, each of our Users is able to import their e-mail contacts from third party services like Gmail, or otherwise collect and manage contacts via their User Website. Such contacts are then stored with AnimaApp, on the User's behalf.

For such purposes, AnimaApp serves and shall be considered as a "Processor" and not as the "Controller" (as both such capitalized terms are defined in the European Union General Data Protection Regulation) of such Users-of-Users Information. The Users controlling and operating such User Websites shall be considered as the "Controllers" of such Users-of-Users Information, and are responsible for complying with all laws and regulations that may apply to the collection and control of such Users-of-Users Information, including all privacy and data protection laws of all relevant jurisdictions.

You are responsible for the security, integrity and authorized usage of your Users-of-Users' Personal Information, and for obtaining consents, permissions and providing any fair processing notices required for the collection and usage of such information.

AnimaApp cannot provide legal advice to Users or their Users-of-Users, however we do recommend that all Users publish and maintain clear and comprehensive privacy policies on their User Websites, in accordance with the applicable laws and regulations, and that all Users-of-Users carefully read those policies and make sure that they consent to them.

If you are a visitor, user or customer of any of our Users, please read the following: AnimaApp has no direct relationship with the individual Users-of-Users whose Personal Information it processes. If you are a visitor, user or customer of any of our Users, and would like to make any requests or queries regarding your Personal Information, please contact such User(s) directly. For example, if you wish to access, correct, amend, or delete inaccurate information processed by AnimaApp on behalf of its Users, please direct your query to the relevant User

(who is the "Controller" of such data). If requested to remove any Users-of-Users' Personal Information, we will respond to such request within thirty (30) days. Unless otherwise instructed by our User, we will retain their Users-of-Users' Personal Information until revoked by them.

Sharing Personal Information with Third Parties

AnimaApp may share your Personal Information with third parties (or otherwise allow them access to it) only in the following manners and instances:

73. Third Party Services:

AnimaApp has partnered with a number of selected service providers, whose services and solutions complement, facilitate and enhance our own. These include hosting and server co-location services, communications and content delivery networks (CDNs), data and cyber security services, billing and payment processing services, domain name registrars, fraud detection and prevention services, web analytics, e-mail distribution and monitoring services, session recording and remote access services, performance measurement, data optimization and marketing services, content providers, and our legal and financial advisors (collectively, "Third Party Service(s)").

Such Third Party Services may receive or otherwise have access to our Visitors' and Users' Personal Information and/or Users-of-Users' Personal Information, in its entirety or in part – depending on each of their particular roles and purposes in facilitating and enhancing our Services and business, and may only use it for such purposes.

Note that while our Services may contain links to other websites or services, we are not responsible for such websites' or services' privacy practices. We encourage you to be aware when you leave our Services and read the privacy statements of each and every website and service you visit before providing your Personal Information. This Privacy Policy does not apply to such linked third -party websites and services.

74. Law Enforcement, Legal Requests and Duties:

Where permitted by local data protection laws, AnimaApp may disclose or otherwise allow others access to your Personal Information pursuant to a legal request, such as a subpoena, legal proceedings, search warrant or court order, or in compliance with applicable laws, if we have good faith belief that the law requires us to do so, with or without notice to you.

75. Protecting Rights and Safety:

AnimaApp may share your Personal Information with others if we believe in good faith that this will help protect the rights, property or personal safety of AnimaApp, any of our Users, any Users-of-Users, or any member of the general public, with or without notice to you.

76. Social Media Features and Framed Pages:

Our Services include certain Social Media features and widgets, single sign on features, such as the "Facebook Connect" or "Google Sign-in", the "Facebook Like" button, the "Share this" button or other interactive mini-programs ("Social Media Features").These Social Media Features may collect information such as your IP address or which page you are visiting on our Website, and may set a cookie to enable them to function properly. Social Media Features are either hosted by a third party or hosted directly on our Services. Your interactions with these third parties' Social Media Features are governed by their policies and not ours.

In addition, our Services may enable you to share your Personal Information with third parties directly, such as via page framing techniques to serve content to or from Third Party Services or other parties, while preserving the look and feel of our Website and Services ("Frames"). Please be aware that if you choose to interact or share any Personal Information via such Frames, you are in fact providing it to these third parties and not to us, and such interactions and sharing too are governed by such third parties' policies and not ours.

77. AnimaApp Subsidiaries and Affiliated Companies:

We may share Personal Information internally within our family of companies, for the purposes described in this Privacy Policy. For example, we may share your

Personal Information with AnimaApp, our US-based subsidiary, in the course of facilitating and providing you (and your Users-of-Users) with our Services. In addition, should AnimaApp or any of its affiliates undergo any change in control, including by means of merger, acquisition or purchase of substantially all of its assets, your Personal Information may be shared with the parties involved in such event. If we have good faith that such change in control might materially affect your Personal Information stored with us, we will notify you via e-mail and/or prominent notice on our Website of this event and certain choices you may have regarding your Personal Information.

78. To clarify, AnimaApp may share your Personal Information in manners other than as described above, pursuant to your explicit approval, or if we are legally obligated to do so. Moreover, AnimaApp may transfer, share, disclose or otherwise use Non-personal Information in its sole discretion and without the need for further approval.

Cookies Policy

79. Our Sites use cookies and similar technologies to distinguish you from other users of our Site. This helps us to provide you with a good experience when you browse our Site and allows us to improve our Site. We may also use such technologies to track you across the Internet and to display targeted advertisements to you on our Site and third party websites and social media platforms based on your preferences and likely interests.

80. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

81. The types of cookies we use on our Site are:

81.1. Strictly Necessary Cookies. We use Strictly Necessary Cookies to operate our Site. These cookies are essential to enable you to move around the Site, use its features and to log into secure areas of the Site.

81.2. Functionality Cookies. We use Functionality Cookies to recognise you when you return to our Site. This enables us to personalize our content

for you, greet you by name and remember your preferences and various settings on our Site

81.3. Analytical/Performance Cookies. These cookies collect information about how many people are using our Site and how they are moving around it when they re using it. For example, the pages visited most often, how people are moving from one link to another, and if they get error messages from certain pages. This helps us to improve the way our Site works, for example, by ensuring that users are finding what they are looking for easily.

81.4. Targeting Cookies. These cookies are used to deliver advertisements that are more relevant to you and your interests. They remember that you have visited our website, the pages you visited and the links you have followed. This information may be shared with other organizations such as our advertising partners.

82. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be Analytical/Performance Cookies or Targeting Cookies.

83. You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this Site may become inaccessible or not function properly.

Communications from AnimaApp

84. Promotional Messages:

We may use your Personal Information to send you promotional content and messages by e-mail, text messages, direct text messages, marketing calls and similar forms of communication from AnimaApp or our partners (acting on AnimaApp's behalf) through such means.

If you do not wish to receive such promotional messages or calls, you may notify us at any time or follow the "unsubscribe" instructions contained in the promotional communications you receive.

We take steps to limit the promotional content we send you to a reasonable and proportionate level, and to send you information which we believe may be of interest or relevance to you, based on your information.

85. Service and Billing Messages:

AnimaApp may also contact you with important information regarding our Services, or your use thereof.

For example, we may send you a notice (through any of the means available to us) if a certain Service is temporarily suspended for maintenance; reply to your support ticket or e-mail; send you reminders or warnings regarding upcoming or late payments for your current or upcoming subscriptions; forward abuse complaints regarding your User Website; or notify you of material changes in our Services.

It is important that you are always able to receive such messages. For this reason, you are not be able to opt-out of receiving such Service and Billing Messages unless you are no longer a AnimaApp Visitor or User (which can be done by deactivating your account).

Data Retention

86. We may retain your Personal Information (as well as your Users-of-Users' Information) for as long as your User Account is active, as indicated in this Privacy Policy or as otherwise needed to provide you with our Services.

We may continue to retain such Personal Information even after you deactivate your User Account and/or cease to use any particular Services, as reasonably necessary to comply with our legal obligations, to resolve disputes regarding our Users or their Users-of-Users, prevent fraud and abuse, enforce our agreements and/or protect our legitimate interests.

We maintain a data retention policy which we apply to information in our care. Where your Personal Information is no longer required we will ensure it is securely deleted.

Data retention & Public Accessibility of Stored Assets:

87. Assets and files uploaded to AnimaApp cloud storage, including but not limited to images, vectors, files, code, media and design content will be stored on our cloud storage and servers for the purpose of code extraction and not hosting, for free accounts.

88. Stored assets, including code and assets generated by Anima, may be accessible to the public for a limited duration and may be removed, blocked or offloaded after a duration not exceeding 90 days.

89. Stored assets, including code and assets generated by Anima, may be used only for the purpose of temporary utilization, for customers not using Anima's prototype hosting services.

90. Anima reserves the right to impose limitations on hosting and downloading of assets, including code generated by Anima, for users who are not subscribed to our paid hosting services. These limitations may include, but are not limited to, restrictions on the number of downloads, hosting site allowance, access to certain file types, and reduced hosting capabilities. Non-paying users may experience changes in these limitations, without prior notifications.

91. This policy is effective as part of our ongoing commitment to maintaining a secure and efficient service for all our users. Changes to these terms will be communicated through updates to our Terms of service.

Community free and resource licenses

92. This License governs the usage of any downloadable and copyable asset or code content that is available from our plugin/extension or websites. Anima hereby grants active users of its platforms full, irrevocable and complete usage rights to any and all code generated by our system, provided that they have copyright ownership rights to the original content used for the generation of said content. Anima produces no dependency on any component or code that may cause claim to such code, asset or content.

93. Subject to your compliance with the terms and conditions of this License, Anima grants to you a limited, worldwide, non-exclusive, non-transferable,

non-sublicensable right during your subscription to the Anima software platform to install and use the Resources, solely in connection with your authorized use of the Anima platform as described in this Terms Of Service document.

94. If you fail to comply with the terms of this License, then your rights to use the Anima platform will automatically and immediately terminate. Upon termination you will delete all copies of the platform on your machines and all derivatives thereof. Data retention and Terms of Service rules shall survive any termination of this License.

95. Code that the Anima platform produces is Apache 2/MIT compatible and it is free from any dependent copyright or licensing requirements.

96. Anima uses a variety of SAAS, and open source software in its system. A full disclosure of 3rd party software can be found in our DPA.

97. Anima software does NOT utilize any unlicensed copyrighted open or closed source software, such as GPL/AGPL code.

Security

98. AnimaApp has implemented security measures designed to protect the Personal Information you share with us, including physical, electronic and procedural measures. Among other things, we offer HTTPS secure access to most areas on our Services; the transmission of sensitive payment information (such as a credit card number) through our designated purchase forms is protected by an industry standard SSL/TLS encrypted connection; Our billing provider, Stripe, regularly maintains a PCI DSS (Payment Card Industry Data Security Standards) certification. We also regularly monitor our systems for possible vulnerabilities and attacks, and regularly seek new ways and Third Party Services for further enhancing the security of our Services and protection of our Visitors' and Users' privacy.

Regardless of the measures and efforts taken by AnimaApp, we cannot and do not guarantee the absolute protection and security of your Personal Information, your Users-of-Users' Information or any other User Content you upload, publish

or otherwise share with AnimaApp or anyone else.

We therefore encourage you to set strong passwords for your User Account and User Website, and avoid providing us or anyone with any sensitive information of which you believe its disclosure could cause you substantial or irreparable harm. Furthermore, because certain areas on our Services are less secure than others (for example, if you set your Support forum ticket to be "Public" instead of "Private", or if you browse to a non-SSL page), and since e-mail and instant messaging are not recognized as secure forms of communications, we request and encourage you not to share any Personal Information on any of these areas or via any of these methods.

If you have any questions regarding the security of our Services, you are welcome to contact us at support@animaapp.com.

Public Forums and User Content

99. Our Services offer publicly accessible websites, blogs, communities and support forums. Please be aware that any information you provide in any such areas may be read, collected, and used by others who access them. To request removal of your Personal Information from our blogs, communities or forums, feel free to contact us at: support@animaapp.com. In some cases, we may not be able to remove your Personal Information from such areas. For example, if you use a third party application to post a comment (e.g., the Facebook social plugin application) while logged in to your related profile with such third party, you must login into such application or contact its provider if you want to remove the Personal Information you posted on that platform.

100. In any event, we advise against posting any information (or use any posting means to post information) you don't wish to publicize on these platforms.

101. If you upload any User Content to your User Account or post it on your User Website and/or provide it in any other way as part of the use of any Service, you do so at your own risk.

102. We have put adequate security measures in place to protect your Personal Information. However, we cannot control the actions of other Users or members

of the public who may access your User Content, and are not responsible for the circumvention of any privacy settings or security measures you or we may have placed on your User Website (including, for instance, password-protected areas on your User Website). You understand and acknowledge that, even after its removal by you or us, copies of User Content may remain viewable in cached and archived pages or if any third parties (including any of your Users-of-Users) have copied or stored such User Content. To clarify, we advise against uploading or posting any information you do not wish to be public

Updates and Interpretation

103.   We may update this Privacy Policy as required by applicable law, and to reflect changes to our information collection, usage and storage practices. We encourage you to periodically review this page for the latest information on our privacy practices.

104.   Unless stated otherwise, our most current Privacy Policy applies to all information that we have about you and your Users-of-Users, with respect to our Websites, AnimaApp Apps, Mobile Apps, plugins and other Services.

105.   Any heading, caption or section title contained herein, is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way.

106.   This Privacy Policy was written in English, and may be translated into other languages for your convenience. If a translated (non-English) version of this Privacy Policy conflicts in any way with its English version, the provisions of the English version shall prevail.

Miscellaneous

107.   If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

108. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

109. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever.

110. It is agreed that the Company may present the customer as its client, both in the company's website and other promotional publications including press-release.

111. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

112. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

113. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Both parties further consent to the personal jurisdiction and exclusive venue in competent courts in Delaware, Delaware, as the legal forum for any dispute between them.

114. If any part of this Agreement is held invalid or unenforceable, the remaining provisions of it will remain in full effect and an enforceable term will be substituted reflecting yours and our intent as closely as possible. Either party's failure to enforce any term or condition in this Agreement is not a waiver of its right to do so later.

115. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

Please refer to our:

1. Data Processing agreement

2. [Security statement](#)

Contacting Us

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