

# Terms of Service

As of January 2<sup>nd</sup>, 2023

These Scrollstop.io Terms of Service (the “Terms of Service”) constitute a legally binding agreement by and between Jan Armbruster Werbevideos u.A., as applicable, doing business as scrollstop.io (“Scrollstop.io”) and you (“Licensee” or “You”), concerning the Scrollstop.io Products (as such term is defined below).

## 1. Definitions

For purposes of these Terms of Service:

“Digital Media Files” are any images, animations, films, videos, or other audio/visual representations recorded in any computer-readable format or form that are obtained, directly or indirectly, from Scrollstop.io.

“Intellectual Property Rights” shall mean all rights of authorship, all copyrights (including rights in applications or registrations), all rights of attribution and integrity and other moral rights, all rights of inventorship, all rights in patents and patent applications, all trademark rights (including rights in applications or registrations), all rights in trade secret and proprietary information, and all other intellectual property rights of any type, whether registered or registerable or not in any country.

“Scrollstop.io Products” means the Digital Media Files, the Services, and the Scrollstop.io Automation.

“Purchase Price” means the purchase price, membership fee, or pricing structure Licensee selected or will select during Licensee’s enrollment process for use of the Scrollstop.io Products.

“Use” means to access, install, download, copy, distribute, modify, make use of, or otherwise benefit from using the functionality of any of the Scrollstop.io Products.

## **2. Grant of License**

For Licensees choosing to buy the library from Scrollstop.io, subject to the terms and conditions herein stated and subject to payment by Licensee of the Purchase Price, Scrollstop.io hereby grants the Licensee a non-exclusive, non-transferable royalty-free license to Use an unlimited number of the Scrollstop.io Products.

If an agent or an employee of an employer executes these Terms of Service, the term “Licensee” shall include both the agent/employee and the employer jointly and severally. These Terms of Service are enforceable against You and any legal entity that obtains Digital Media Files or utilizes any of the Services and/or any of the Scrollstop.io Software or on whose behalf they are used.

## **3. Scope of License Restrictions**

Licensee hereby agrees that it will not under any circumstances:

a. Use, sell, license, reproduce, distribute, or display the Digital Media Files or the work product of the Services and/or the Scrollstop.io Products as templates, stand-alone backgrounds, stock elements, or effects imagery elements made available as downloadable files or included in any other clip media/stock product, library, collection, or set of clips for distribution or resale, or in a manner that permits Licensee’s end users to extract the Digital Media files or the work product of the Services and/or the Scrollstop.io Products as stand-alone files;

b. Rent, lease, lend, sell, or sublicense any of the Scrollstop.io Products to another person, company, or other entity.

#### **4. Manner of Use Restrictions**

Licensee hereby agrees that it will not:

a. Use any of Scrollstop.io Products in a way that would defame, malign, slander, libel, or vilify any person or group of persons or any countries, races, customs, cultures, religions, or governments.

b. Use any Scrollstop.io Products in connection with any pornographic materials or in any other manner that would be deleterious or damaging to the reputation of Scrollstop.io.

c. Engage in screen scraping of the Scrollstop.io Products or any similar automated process for the capture or conversion of electronic files; or

d. Use any of the Scrollstop.io Products with a model and in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or if the depiction of the model is used in connection with a subject that would be unflattering, embarrassing, or unduly controversial to a reasonable person, unless Licensee accompanies each such use with a conspicuous statement that indicates that the person is a model and the Digital Media Files and/or the work product of the Services and the Scrollstop.io Products are being used for illustrative purposes only.

#### **5. Reservation of Rights**

Except as expressly granted herein, all right, title and interest to the Scrollstop.io Products and any Intellectual Property Rights related thereto are retained by Scrollstop.io, and all right, title and interest to the Third Party Software and any Intellectual Property Rights related thereto are retained by such Third Party Software Provider. The copyrights in all Scrollstop.io Products are owned by Scrollstop.io or its licensors, and the copyrights in all Third Party Software are owned by such Third Party Software Provider or its licensors, and in all cases are protected by applicable copyright laws, international treaty provisions and other applicable laws. Scrollstop.io's trademarks and service marks, including "Scrollstop.io," may not be used or

associated with any of Licensee's derivative products created from Digital Media Files or by means of the Services or the Scrollstop.io Software without Scrollstop.io's written consent, which Scrollstop.io may grant or deny in its sole discretion.

## **6. Allegations of Copyright Infringement**

If You believe that any Digital Media File or the work product of the Services and/or the Scrollsto.io Products infringes your copyright, You must communicate the following information to Scrollstop.io in the manner specified below:

a. Identify the copyrighted work You believe has been infringed and the material that You allege is infringing the copyrighted work, being as specific as possible.

b. Explain what the affected user would need to do in order to remedy the infringement, being as specific as possible – whether the needed action is adding a statement of attribution, deleting specific elements of the file, or deleting the entire file.

c. Provide your contact information, including your email address, name, telephone number, and physical address.

d. Provide contact information for the alleged infringer, if known.

e. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above on the infringing web pages is not authorized by the copyright owner, or its agent, or the law. I have taken fair use into consideration. I swear under penalty of perjury that the information in this notification is accurate and that I am the copyright owner, or am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed."

f. Include your physical or electronic signature.

Submit your complaint, preferably by email to [jan@scrollstop.io](mailto:jan@scrollstop.io)

## **7. Licensee Representations and Warranties**

a. Licensee hereby represents that its use of the Scrollstop.io Products will comply at all times with all applicable laws, rules, and regulations of any country, state, province, or other jurisdiction, including the export laws and regulations of Germany and of the United States of America (the “Export Laws”).

b. Licensee hereby represents that it is not a citizen or otherwise located within an embargoed nation (including Iran, Syria, Lebanon, Iraq, Crimea, Cuba, and North Korea) and that it is not otherwise prohibited under the Export Laws from using any of the Rapidcreative.io Products.

## **8. Exclusion of Damages; Limitation of Liability**

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW: A) IN NO EVENT SHALL SCROLLSTOP.IO OR ANY THIRD PARTY SOFTWARE PROVIDER BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY OF THE SCROLLSTOP.IO PRODUCTS; AND B) THE AGGREGATE LIABILITY OF SCROLLSTOP.IO AND THE THIRD PARTY SOFTWARE PROVIDER IN CONNECTION WITH THESE TERMS OF SERVICE AND LICENSEE’S USE OF THE SCROLLSTOP.IO PRODUCTS SHALL BE STRICTLY LIMITED TO THE PURCHASE PRICE PAID BY LICENSEE THEREFOR.

## **9. Indemnification**

Licensee hereby agrees to defend, indemnify, and hold harmless Scrollstop.io and any Third Party Software Provider, their directors, officers, employees, and agents, and their assigns and successors-in-interest, from and against

any and all liability, damages, losses, claims, demands, actions, causes of action, or costs (including attorneys' fees and expenses) arising out of or resulting from: a) Licensee's use of any of the Scrollstop.io Products; b) breach of these Terms of Service by Licensee or its directors, officers, employees, contractors or agents or their permitted assigns or successors-in-interest (collectively the "Licensee Parties"; or c) any negligent or intentional act or omission by any of the Licensee Parties.

## **10. No Warranty; Transfer Limitations; Audit Rights**

a. The Scrollstop.io Products are being delivered to Licensee "AS IS." Scrollstop.io makes no warranty as to use or performance of the Scrollstop.io Products, including quality of image or compatibility with any computer hardware or other equipment, operating system, or software program, and hereby disclaims all warranties, express or implied, whether by state, common law, custom, usage, or otherwise, including warranties regarding noninfringement of third party rights, merchantability, and fitness for any particular purpose.

b. Licensee acknowledges and agrees that: i) its usage and ability to access the Scrollstop.io Products may at times be limited or restricted due to channel carrying capacity or data transfer speeds (sometimes referred to as bandwidth limitations) related to the technical capacities of Scrollstop.io and/or third parties; and ii) Scrollstop.io and such third parties are not liable in any manner for such limitations or restrictions.

c. Scrollstop.io reserves the right to audit Licensee's usage of the Scrollstop.io Products from time to time in order to verify Licensee's full compliance with these Terms of Service. Licensee agrees that upon notice from Scrollstop.io it shall provide such information and records as is reasonably requested by Scrollstop.io in connection with such audit or audits.

## **15. Governing Law; Jurisdiction**

These Terms of Service shall be interpreted, enforced, and governed by the laws of the State of Germany, without regard to the choice of law rules of any country, state, province, or other jurisdiction.

## **16. Attorney's Fees**

In the event that Scrollstop.io institutes any suit against Licensee for any violation of or to enforce these Terms of Service, including collection of any fees due hereunder, or should Scrollstop.io intervene in any suit to enforce or protect its interest or rights hereunder, Scrollstop.io shall be entitled to all of its costs and expenses in connection therewith, including reasonable fees of its attorneys, if and to the extent permitted by law.

## **17. Binding Nature; Assignment**

These Terms of Service constitute a binding agreement between Scrollstop.io and Licensee, and shall bind the parties and their permitted heirs, executors, administrators, successors, and assignees. These Terms of Service are personal to Licensee and may not be assigned or transferred by Licensee, whether by consent of Licensee or by operation of law. Scrollstop.io may assign these Terms of Service in its sole discretion, including but not limited to in connection with the sale or other transfer of all or substantially all of its assets or equity interests, whether by sale, merger, or otherwise.

## **18. Miscellaneous**

a. Amendments. Scrollstop.io reserves the right to amend these Terms of Service from time to time and at any time at its sole discretion; such amendments shall be effective upon the earlier of: i) Scrollstop.io providing notice to Licensee; and ii) the publication by Scrollstop.io of the amended Terms of Service on the Scrollstop.io web site.

b. Severability. If any term or provision of these Terms of Service, or any portion thereof, or the application thereof to any person(s) or circumstances, shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of these Terms of Service, or the application of such term or provision to persons or circumstances other than those as to which it is so judicially held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of these Terms of Service shall be valid and be enforceable to the fullest extent permitted by law.

c. No Waiver. The failure of Scrollstop.io to seek redress for violation of or to insist upon the strict performance of any covenant or condition of these Terms of Service shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

d. Notices. Written notices hereunder given by Scrollstop.io to Licensee may be delivered via email to the email address associated with the Licensor's account in Scrollstop.io's records or in a hardcopy writing to Licensor's contact address maintained in its account with Scrollstop.io and deposited in the mail, certified with return receipt requested, and such notices shall be deemed delivered immediately in the case of email or within three (3) days if deposited in the mail with adequate postage.

e. Relationship of the Parties. The parties are independent contractors, and these Terms of Service do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

f. Entire Agreement. These Terms of Service constitute the entire agreement between Licensee and Scrollstop.io regarding the subject matter hereof, and supersede all previous or contemporaneous agreements, understandings, discussions, or representations regarding the subject matter hereof, whether oral or in writing.

g. Construction. The headings contained in these Terms of Service are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. Whenever the words "include," "includes," or "including" are used in these Terms of Service, they shall be deemed to be followed by

the words, “without limitation.” All references to sections shall refer to sections of these Terms of Service unless otherwise indicated.