

## **TERMS OF USE MUBERT WEBSITE**

We are Mubert Inc. a Delaware corporation located at 908 Broadway SF CA USA 94133 (or, simply Mubert). Mubert protects your data and respects your privacy. If you are a Mubert customer or just visiting our website, this Terms of Use applies to you.

Mubert's various services and products (Mubert Render, Mubert API) may be subject to separate agreements (including the privacy policy), please follow the rules relating to those products and services, if you use them.

The terms of the agreement (**Terms of Use, Agreement**) between you (**You**) and us (**We, Mubert**) is found below. By continuing to use the Mubert website (this site) or accessing any content or material available on this site (**Content**), you agree to the terms and conditions of this Agreement.

The services provided by Mubert are subject to several licenses, which regulate Your right to use these services. Related licenses can be found on such services' websites.

We respect your privacy and process your personal information in accordance with our Privacy Policy. Our [Privacy Policy](#) explains how we deal with your information.

### **1. LICENSE GRANT**

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Mubert Website for your non-commercial, personal use and no other purpose.

### **2. LICENSE RESTRICTIONS**

You may not publish, republish, modify, translate, create derivative works of, copy, distribute, market, display, compile, remove, or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system this website or any website content.

### **3. USE OF MUBERT SERVICES AND PRODUCTS**

You may use our services, if you are a person that has reached the age of majority and can sign a binding contract with Mubert. If you accept these Terms and Conditions of Use on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

### **4. AVAILABILITY OF THE WEBSITE**

This website may be unavailable from time to time because of routine maintenance requirements. Mubert does not guarantee specific hours of availability.

### **5. INTELLECTUAL PROPERTY**

We own all the content that we have put on the Mubert Website, copyright, trademarks, images, text, designs, and other intellectual property. You may not copy, distribute, modify, or make derivative works of any of our Mubert Website content or use any of our intellectual property in any way.

## **6. PRIVACY**

We respect your privacy and process your personal information following our Privacy Policy. Our Privacy Policy explains how we deal with your information.

## **7. CONTENT REMOVAL**

We can remove any of the content for any reason at our discretion.

## **8. SECURITY**

Concerning the security of the information provided via the Mubert Website, developers have taken steps to safeguard the integrity of telecommunications and computing infrastructures, including, but not limited to: authentication, monitoring, auditing, and encryption. This information should not be interpreted in any way as giving business, legal or other advice or warranting as failing the security of information provided via the Mubert supported website. Users should ensure that the computer and software used to access the site, including the Internet browser software, are up to date.

## **9. MINORS**

Children are not eligible to use online services that require submission of personal information, including those that require payments by credit card and we protect minors (under 18) from using the website. This prohibition includes submitting personal information to Mubert to form an account.

## **10. BLOCKING**

We may block you, terminate any of your Mubert accounts (including but not limited to Mubert services account), or refuse to process a payment, including withholding your account balance indefinitely, if we reasonably believe there is a risk associated with you, your account, or that payment, including if it breaches a law or regulation.

## **11. LIABILITY**

Mubert may not be held liable in case of any damages, direct or incidental, including but not limited to profit or customer loss, loss of data, or information, all purchases being advised to store a backup of their data.

## **12. TERMS OF USE MODIFICATION**

Mubert may modify these Terms of Use at any time.

## **13. SEVERABILITY**

If one of the clauses of the Terms of Use is held to be invalid, you and Mubert agree that the other clauses shall remain valid and that the license will remain in full force and effect.

## **14. APPLICABLE LAW**

These Terms of Use are governed by the laws of the State of California, USA. Any dispute relating to their interpretation and/or their execution shall be referred to the U.S. jurisdictions, excluding any other competent jurisdiction.

## **15. INDEMNITY**

Upon request by Mubert, you agree to indemnify, defend and hold Mubert harmless (including but not limited to affiliated companies and their contractors, officers, directors,

and employees) from all claims, liabilities, and expenses (including reasonable attorney's fees) related to your breach of this Agreement.