

Terms of Service

Please read carefully: These Terms of Service (these “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**your**”) and Splice Video Editor 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 11505810967, REA number MI 2608304, and contributed capital of €10.000,00 (collectively with its successors in interest and permitted assigns, “**Splice,**” “**we,**” “**us**” or “**our**”). Splice is a sole shareholder company subject to the management and coordination of Bending Spoons S.p.A.

These Terms govern your access and use of Clipso and related content, products, and services (collectively, “**Product**” or “**Products**”).

By downloading, installing or using the Products 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 any Product. These Terms contain provisions that govern the resolution of claims you may have, disclaimers of certain warranties 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 Products.

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 Products, contact us at support@clipso.io.

1. Changes to Terms and Products

We may update these Terms from time to time. In such cases, we will take appropriate measures to inform you in accordance with the significance of the changes performed, for example, by providing you reasonable notice of the proposed changes as a pop-up within the Products. It is your responsibility to review the Terms regularly, and to check the Product for updates to these Terms regularly. By continuing to access or use our Product 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 Products.

We may also update, change, suspend or discontinue any of the Products (or any part, content or feature) at any time for justified or business reasons. In such cases, if reasonably necessary or if required by applicable law, we will notify you as a pop-up within the relevant Products to the extent and as soon as practically possible.

Some products and features may not be available in all countries or in all languages.

2. Privacy

Please refer to the [Clipso Privacy and Cookie Policy](#) for information on how we process your personal data.

3. Eligibility

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

4. Purchases, Subscriptions, and Auto Renewals

We may offer free trials in our sole discretion. Upon installation or expiration of a free trial offer (if applicable), you will be charged the applicable subscription fees (if any) for your use of the Products. **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. 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 Product's support page.** 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 Products 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 Products 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 or other units that can be redeemed for additional features, enhancements, functionalities, or services within the Products. You are only allowed to purchase Virtual Items through the Products and you may only redeem or use Virtual Items through the Product 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 Products 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 Products or your account (if any) is suspended or terminated for any reason.**

The validity of these Terms and the validity of any purchase associated with the Products 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.

5. End User License

Subject to your compliance with these Terms, we hereby grant you, for your personal and non-commercial purposes, a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Products.

Except as expressly permitted by these Terms, you cannot: (a) rent, lease, lend, sell, distribute, sublicense, or otherwise transfer or make available the Products; 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 Products, 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 Products).

6. Prohibited Uses

You agree that you will not, and will not permit any person accessing the Products using your device to:

- Use the Products in any manner not permitted by these Terms.
- Use the Products 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 Products.
- Frame, mirror, display or incorporate the Products or any portion into any other program, site, service or product.
- Use the Products 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 Products.
- Circumvent, bypass, defeat, modify, tamper or disable any content protection system, digital rights management, security feature or functionality in the Products.
- Allow others to do any of the foregoing.

In accordance with section 13 (Withdrawal and Termination), we reserve the right to suspend or terminate your access to the Products if we suspect that you are in violation of, or reasonably likely to be in violation of, one or more provisions of these Terms.

7. Our Intellectual Property Rights

We or our licensors retain and exclusively own all rights, title and interest in and to the Products and their content (including software, artwork, photos, videos, music, sounds, text, information and other materials posted, provided or otherwise made available through the Products), 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 Products.

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

8. User-Generated Content

We do not claim any ownership rights to the photos, videos, sounds, text, contest entries, and other content that you import into, store, or create with the Products in connection with or through your use of the Products (collectively, the “**User-Generated Content**”).

The Products may provide features that allow you to submit, upload, store, receive, communicate, share, publish or otherwise make publicly available User-Generated Content. By submitting, uploading, storing, communicating, sharing, publishing or otherwise making available any User-Generated Content, and unless we indicate otherwise, you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable, and transferrable license to publish, use, reproduce, publicly display, publicly perform, modify, adapt, translate, create derivative works from, reverse engineer, broadcast, distribute, exploit, or otherwise make available all User-Generated Content, or any portion thereof, in any media or technology now known or later developed, as well as to use any name, likeness, and other identifying indicia ("**Name and Likeness**") as shown and conveyed in the User-Generated Content, through any medium or format, in any way permitted under applicable law and in accordance with the applicable privacy policy, including for the purposes of operating and improving the Products (such as through algorithmic training), and developing new technologies and services. You will not be entitled to compensation for any use by us, or our agents, licensees or assignees, of such User-Generated Content. You acknowledge and agree that you have no right to review or approve how such User-Generated Content or any Name and Likeness will be used. We will have no obligation to publish or use or retain any User-Generated Content you submit or to return any such content to you.

You are solely responsible for the content that you submit, upload, communicate, share or otherwise make available on or through the Products, or transmit to others, and you represent and warrant that such content will not infringe upon or violate the rights of any person or entity, and that you have all the rights, permissions, licenses, authorizations, and releases (including, but not limited to, to synchronize any sound recordings and musical works embodied in the User-Generated Content) necessary to grant the licenses in these Terms and to make the User-Generated content available.

We may terminate your access to the Products if we find that your User-Generated Content violates these Terms, our policies or applicable law, including unlawful postings or content, without prior notice to you.

We welcome feedback, comments, and suggestions for improvements to the Products (“**Feedback**”). By submitting Feedback to us, you grant us a worldwide, perpetual, irrevocable, non-exclusive,

sub-licensable, and transferable license, under any and all intellectual property rights that you own or dispose, to use, reproduce, publicly display, publicly perform, modify, adapt, translate, create derivative works from, reverse engineer, broadcast, distribute, sell, exploit, or otherwise make available the Feedback, or any portion thereof, in any media or technology now known or later developed, without any remuneration, compensation or credit to you.

9. Third-Party Services and Materials

The Products may enable access to third-party services, software, and websites (collectively, **“Third-Party Services”**). Products 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 any of the Products, 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 Products, 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 Products 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 or in all countries. 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, including but not limited to applicable local laws.

We, and our content providers and licensors, reserve the right to change, suspend, remove, or disable access to any Third-Party Services or Third-Party Materials at any time for justified or business reasons. We will not be liable for the removal of or disabling of access to any such services or materials. We may also impose limits on the use of or access to certain Third-Party Services or Third-Party Materials, in any case and without liability.

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

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

This section does not affect section 12 (Limitation of Liability).

10. Disclaimer of Warranties

You expressly acknowledge and agree that your use of the Products 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 Products, that the functions contained in, or services performed or provided by, the Products will meet your requirements, or that the operation of the Products 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.

This section does not affect section 12 (Limitation of Liability).

11. 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, a “**Splice 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 any Splice Indemnitee(s), 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 Products using your device; (c) your access or use of the Products; (d) your violation of any applicable law or regulation; and (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 Products, 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.

12. 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 Products, 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 (for example, pursuant to the Italian Legislative Decree No. 206/2005).

13. Withdrawal and Termination

These Terms are effective until you stop using our Products. You may stop using the Products at any time.

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.

We may terminate our agreement with you under these Terms with immediate effect if you breach one or more of sections 3 (Eligibility), 5 (App End User License), 6 (Prohibited Uses), and 8 (User-Generated Content).

Upon expiration, termination, or cancellation of these Terms for any reason, 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.

14. Account

If the Product 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 Product. If you choose not to do so, your access to the Product may be restricted or terminated.

When you choose a username or otherwise create a nickname, you agree not 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.

If you violate 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, we may suspend or terminate your account under sections 6 (Prohibited Uses), 8 (User-Generated Content), and 13 (Withdrawal and Termination).

15. Governing Law and Jurisdiction

The laws of Italy, excluding its conflict of law provisions, will govern these Terms and your use of the Products. 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 Products 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.

16. 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](#).

17. General

We may issue any notice that is required or referenced in these Terms to you by posting notice to the Products, or other legally accepted means. It is your responsibility to check the Product regularly

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 an authorized representative of Splice. 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 thereof, 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.

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 Terms and Products)**, **4 (Purchases, Subscriptions, and Auto Renewals)**, **8 (User-Generated Content)**, **10 (Disclaimer of Warranties)**, **11 (Indemnification)**,

12 (Limitation of Liability), 13 (Withdrawal and Termination), 14 (Account), 15 (Governing Law and Jurisdiction), and 17 (General).

Last updated: 4 April 2022