End User Agreement
Last updated: March 26, 2026

Welcome to ImagenAI, an automated smart editing and culling software (“Software”).

THIS END USER AGREEMENT AND THE TERMS SET FORTH BELOW (THIS “AGREEMENT”) CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND IMAGENAI LTD. OR IMAGENAI, INC., AS APPLICABLE. (“WE”, “US”, “OUR” OR “IMAGENAI”).
THE AGREEMENT SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR USE OF THE IMAGENAI SOFTWARE, INCLUDING ALL DOCUMENTATION AND OTHER MATERIALS, PRODUCTS AND SERVICES WE PROVIDE (HEREINAFTER COLLECTIVELY REFERRED TO AS THE “SERVICE(S)”). ANY USE OF THE SERVICE, INCLUDING ITS DOWNLOADING AND INSTALLATION ARE SUBJECT TO THIS AGREEMENT.
IN ORDER TO USE THE SERVICE, YOU MUST ASSENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN. BY ACCEPTING THIS AGREEMENT ELECTRONICALLY BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY USING THE SERVICE, YOU AGREE TO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM "YOU" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE LEGAL ENTITY THAT YOU REPRESENT DOES NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT OR USE THE SERVICE. THIS AGREEMENT LIMITS OUR LIABILITY AND OBLIGATIONS TO YOU, TO THE TERMS SET FORTH BELOW AND PERMITS US TO CHANGE, SUSPEND, OR TERMINATE YOUR LICENSE. IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, DO NOT DOWNLOAD, INSTALL, COPY OR USE THE SERVICE.

1. Account and Services

1.1. **You must** register and establish an account in order to use our Service (“Account”). Some of the Services are provided for a fee, as opposed to Services which are offered for free, and may include premium services and functions (the “Additional Services”). Using the Services, other than the Additional Services, is made available to you free of charge. Charges for any Additional Services and any terms and conditions applicable thereto will be detailed in the applicable online description of such Additional Service.
1.2. Additional Services may be offered in different fee structures or subscription plans, as outlined in the applicable online description. With respect to subscription plans, your subscription will be for the period specified in the applicable online description of your subscription plan, such as monthly, annually, or any other billing frequency (the "Subscription Period"), and will automatically renew for successive equal Subscription Periods (each, a “Renewal Period”) unless terminated in accordance with the terms set forth in this Agreement.
1.3. We may, at our sole discretion, provide users access to certain Additional Services at no cost for a certain period (“Trial”). Following the Trial, such Additional Services will be provided for

a fee. We may change the duration of the Trial period or the Services included in it from time to time, at our sole discretion.

1.4. We reserve the right at any time to modify or discontinue, temporarily or permanently, the Services or Additional Services (or any part thereof) with or without notice. We may change our fees, subscription plans, or payment structures for Additional Services from time to time in our sole discretion, including instituting fees for use of Additional Services that were formerly provided as free Services or other free functionality on our website. We may also transition you to a different subscription plan or payment structure. If we materially change the fees, subscription plan, or payment structure applicable to your subscription, such changes will take effect at your next Renewal Period or during your current Subscription Period upon at least thirty (30) days' advance notice, in which case you may terminate your subscription by providing written notice to us within thirty (30) days of receiving our notice.

1.5. Your rights under this Agreement to access and use the Services (including the Additional Services) are provided solely to you on a personal and individual basis (unless a plan is expressly designated for team or multi-user use in the applicable online description). You must safeguard and not disclose your Account username and password and you must supervise the use of your Account and limit such use to yourself only. You must provide us accurate and complete information in order to create an Account. You agree to keep your Account information up to date and accurate, including with regard to Connected Accounts. Any Services provided in connection with your Account will be charged to your Account. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT USERNAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of your Account or any other breach of security. ImagenAI may from time to time send you communications, unless you have opted not to receive them. You may delete your account at any time. Any Content and other information and data entered into the Service may be permanently deleted if you delete your Account.

1.6. You will pay, and you authorize ImagenAI or any of its resellers to charge using your selected payment method for, all fees with respect to Additional Services subscribed to by You. Charges will be made either in advance or in arrears as provided in the additional terms applicable to Additional Services, and either monthly, annually or any other billing frequency offered by ImagenAI and selected by You. You are responsible for providing complete and accurate billing and contact information and to update us of any changes to such information. Billing may be performed by a third party service provider of ImagenAI. You must pay all fees when due. We may suspend or terminate the Services if fees are past due.

1.7. Our fees do not include taxes and you shall bear and be responsible for the payment of all taxes associated with the Service (other than taxes based on our income), fees, duties or other amounts, however designated, including value added taxes and sales taxes which are levied or based upon such charges, or upon this Agreement.

1.8. Except as expressly stated in these terms, your subscription will remain in effect indefinitely as long as you do not terminate it as outlined in Section 14 of this Agreement. If you choose to terminate your subscription, your subscription will continue until the end of your Subscription Period depending on the subscription plan you purchased. Once your subscription is terminated, you must cease any use of the Software and/or the Service.

1.9. If you wish to maintain your user profile during the period when your subscription is inactive, additional charges for storing your profile may apply at the sole discretion of ImagenAI.
1.10. No refunds will be given except as expressly provided in the subscription terms you purchased.
1.11. The Service available at your renewal date may be different by its functionalities and features from the Service available when you first purchased your license(s) from ImagenAI. You agree that your decision to acquire the license to use the Service is not subject to the availability of any future functionality or features and that ImagenAI will not be liable for the absence of such functionalities and features in the future.

2. Restrictions

2.1. You are permitted to use the Service solely in accordance with the terms set forth herein. You are not permitted to use the Service in any other manner, unless you have received our express prior consent, in writing, to do so, and only subject to the terms of such consent (if given).
2.2. You may not, directly or indirectly:

- Use the Service for any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, foreign law or industry standard, including those regarding data privacy, intellectual property rights and export control;
- Circumvent, impair, manipulate, disrupt or breach the Service's technical limitations or security mechanisms;
- Reverse engineer, decompile, disassemble, derive the source code of, scrape, hack, or modify the Service or any part thereof or breach the intellectual property provision set forth below;
- Use any tool to reveal or enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Use the Service to store, transmit, distribute or attempt to transmit or distribute any viruses, trojan horses, worms, time bombs, and other harmful or malicious code, files, scripts, agents or programs;
- Remove, tamper with, or cause to not be displayed, any trademark, logo, copyright or other intellectual property notice originally intended to be displayed in or by the Service;
- Incorporate, integrate or combine, or assist others with incorporating, integrating or combining, the Service or any part thereof, with another application, software or service of any kind;
- Access the Services using multiple user IDs, for the purpose of gaining repeated access;
- Use the Service if you offer services competitive or substantially similar to ours, except with our prior written consent, or for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes; and
- Use or have others use, or provide or make available to third parties, the Service or any part thereof, including, without limitation, by reproducing, mirroring, reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning, redistributing or displaying the Service or any part thereof.

2.3. Unless a plan is expressly designated for team or multi-user use in the applicable online description, all subscription plans are intended for use by a single individual user on a personal basis. You may not exceed any usage limits or restrictions specified in the applicable online description of your subscription plan. Sharing Account credentials or using one subscription to process work not personally performed or attended by the Account holder is prohibited and constitutes a material breach of this Agreement. We reserve the right to monitor usage for behavior that suggests platform abuse or is inconsistent with individual professional use, including but not limited to, concurrent logins from multiple geographic locations or devices; automated high-volume processing that exceeds reasonable individual use as follows: (i) for the wedding photography [and videography] vertical, usage exceeding [100K] [edits/edited photos] per year; (ii) for the real estate photography [and videography] vertical, usage exceeding 25K [edits/edited photos] per year; (iii) for other verticals, usage exceeding reasonable individual use (which may vary by vertical, use case, or other criteria determined by ImagenAI at its sole discretion); use of multiple payment methods by a single user; photo or video capture date patterns inconsistent with individual workflows; or other activity inconsistent with individual professional use. If we detect usage that exceeds applicable thresholds, significantly impacts system integrity, violates this Section, or is otherwise inconsistent with the terms of this Agreement or your subscription plan, we reserve the right to: (i) contact you to request clarification regarding your usage; (ii) suspend or terminate access to the Service immediately; and (iii) immediately suspend your access to the Service and require you to transition to a different subscription plan that better reflects your actual usage in order to reinstate access to the suspended Service. We require that the Service be used in a manner consistent with individual professional standards and the terms of your subscription plan.

3. Privacy

We respect your privacy. For information about how we collect, use, share, or otherwise process information about you and your use of our Service, please see our Privacy Notice, available at: https://www.imagen-ai.com/privacy-policy

4. Intellectual Property

4.1. All rights, title and interest in and to the Service, its design and any aspect related to its operation, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are owned by, or licensed to ImagenAI. Other than as expressly granted herein, the Agreement does not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions or licenses with respect to the Service.

4.2. Unless otherwise expressly permitted in this Agreement, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of any of the Service or any content, either by yourself or by a third party on your behalf, in any way or by any means, including, but not limited to electronic, mechanical or optical means, without our prior,

express written authorization.You may not adapt or otherwise use any name, mark or logo that is identical, or confusingly similar to any of our trademarks, service marks and logos. You must avoid any action or omission that may dilute or tarnish our goodwill.

4.3. The Service may include and/or require the usage of third-party applications and software components (“Third Party Elements”) such as Adobe Lightroom. Your use of Third Party Elements is subject to the terms and conditions of their applicable licenses, not this Agreement. You are solely responsible for obtaining the necessary license or permission to use any and all such Third Party Elements, and we bear no responsibility in this regard.

5. Content

5.1. You retain all rights and ownership to any data and materials submitted or uploaded by you, and to your editing preferences (“Content”). Except for the license granted below, we do not claim any ownership rights to your Content.

5.2. By using our Service, you hereby grant ImagenAI a free of charge, worldwide, non-exclusive license to host, copy and use your Content for the purpose of providing you the Service, and for developing our Service including but not limited to our algorithm. You warrant that you have full rights to provide to us any Content that you provide through the Services.

5.3. Certain features of the Services may allow or invite you to submit Content for public display. All Content submitted by you for public display (“Public User Content”) is your sole responsibility. By submitting Public User Content through the Services, you hereby grant ImagenAI a worldwide, non-exclusive, royalty-free, perpetual, irrevocable license to use, display, perform, reproduce, distribute, modify, and otherwise fully exploit the Public User Content in connection with the Services, including but not limited to: (i) displaying your Public User Content across our platforms, websites, social media channels, and marketing materials; (ii) promoting and showcasing the capabilities of our Services; and (iii) improving and enhancing our Service offerings. You represent and warrant that: (a) you are the sole and exclusive owner of all Public User Content you submit, or you have obtained all necessary rights, licenses, consents, and permissions to grant the licenses herein; (b) your Public User Content does not and will not infringe upon any third-party intellectual property rights, privacy rights, publicity rights, or other proprietary rights; (c) you have obtained all necessary permissions, releases, and consents from any and all individuals who appear in any photographs or videos included in your Public User Content for the use, display, and distribution of such Public User Content as contemplated by this Agreement; and (d) your Public User Content is in compliance with all applicable laws, rules and regulations.

5.4. You shall not (and shall not permit any third party to) create, upload, download, post, submit or otherwise distribute or facilitate distribution of any Content or Public User Content on or through the Services that (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; (ii) you know is false, misleading, untruthful or inaccurate; (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); (v) contains software viruses or any other computer codes, files, or programs that are designed or intended

to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party; (vi) impersonates any person or entity, including any of our employees or representatives; or (vii) includes anyone's identification documents or sensitive financial information.

5.5. We do not guarantee that any Public User Content will be made available on our platforms or through the Services. Public User Content may be moderated by ImagenAI in accordance with the provisions of this Agreement. We reserve the right to, but do not have any obligation to: (i) remove, edit or modify any Public User Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Public User Content or if we are concerned that you may have violated this Agreement), or for no reason at all; and (ii) remove or block any Public User Content from the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request; (b) enforce this Agreement, including investigation of potential violations hereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; (d) respond to user support requests; or (e) protect the rights, property or safety of ImagenAI, our users and the public.

6. **Copyright Policy**

6.1. We respect the intellectual property rights of others. In accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (“DMCA”), we have adopted a policy of, upon notice, restricting access to or deleting Content that infringes a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating Account holders or other users of the Services who are deemed to be repeat infringers of a third party's copyrighted work.

6.2. If you believe that anything on the Services, including Content or Public User Content, infringes any copyright that you own or control, you may file a notice of such infringement by providing the following information in writing:

- identification of the copyrighted work that is claimed to be infringed;
- identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Services;
- information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
- a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and

- the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

  Notices of copyright infringement claims should be sent by mail to: support@imagen-ai.com

6.3. A user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.

7. Storage and backup

Except as stated below, the Service is not intended to be used as storage, backup or archiving service. To the extent selected by you, the Services will also include backup services with respect to the Content. Nevertheless, ImagenAI highly recommends that you back up your Content by yourself to avoid any damages or loss. For avoidance of doubt and in any event, ImagenAI will not be liable for any loss of photos, videos, Content or any of your data caused by errors or malfunction of the Service or by acts taken by you or through your Account. In case you cancel your subscription or fail to timely make any payment of subscription fees upon thirty (30) days from receiving a notice from ImagenAI, ImagenAI may, at its sole discretion, delete the backup data.

8. **Feedback**

To the extent You provide us any feedback, comments or suggestions ("Feedback"), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or services.

9. **Our Access to Your Data**

We may collect data relating to your use of the Service, including without limitation, information related to your contact and payment information, statistical data, device generated reports and audit logs, settings, preferences chosen, resource usage, and free text submitted by you (“Data”). You hereby grant ImagenAI permission to collect and use your Data to improve the Service performance and functionality and improve services and support to ImagenAI customers and for other business purposes including monitoring, statistical data gathering, diagnostics, comparative analyses, press and supplies utilization, complementary solutions usage, security and software integrity assurance, remote control and support and click performance tracking and billing. ImagenAI may further use your Data to: (A) respond to Feedback or support requests; (B) respond to duly authorized information requests of police, law enforcement, or other governmental authorities; (C) comply with any applicable law, regulation, subpoena, discovery request or court order; (D) investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity; (E) enforce/protect the rights and properties of ImagenAI or

its affiliates or subsidiaries; or (F) with the prior informed consent of the data subject about whom the personally identifiable information pertains.

10. **Modifications**

10.1. From time to time, ImagenAI may release updates, upgrades, new releases and new versions of the Service, enhancements and error correction patches (collectively "Updates"). We may provide you with Updates, at our sole discretion, with or without charge. These Updates, insofar as offered, may add or remove Service functionality and features, and change the Service's structure, layout, design, look and feel or any other aspect. Such Updates, by their nature, may cause malfunctions or inconvenience. You will have no plea, claim or demand against us in connection with such Updates or any malfunctions caused as a result of such Updates. For the avoidance of doubt, we are not obligated to offer or provide any Updates.

10.2. The use of an Update, is subject to the terms and conditions of this Agreement, unless such Update is subject to the provisions of another specific agreement, in which case the terms of that specific agreement will prevail. We may require you to give your consent to this Agreement or another specific agreement, prior to the use of any Update. If you decide to withhold your consent, you will not be permitted to use the Update.

11. **DISCLAIMER OF WARRANTY**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY TECHNICAL SUPPORT OR MAINTENANCE SERVICES, UNLESS EXPLICTLY STATED IN YOUR PURCHASE AGREEMENT. IMAGENAI DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND ANY PART THEREOF (INCLUDING SERVICE DOCUMENTATION AND THE CONTENT), INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. IMAGENAI DOES NOT WARRANT THAT THE SERVICE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK. FURTHER, IMAGENAI DISCLAIMS ALL LIABILITY AND OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD PARTY ELEMENTS.

12. **LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE THAT THE SERVICE MAY THEREFORE NOT BE COMPLETELY FREE OF ERRORS. YOU FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF THE SERVICE MAY BE AFFECTED BY ANY NUMBER OF FACTORS, INCLUDING WITHOUT LIMITATION, TECHNICAL FAILURES, ACTS OR OMISSIONS OF THIRD PARTIES AND OTHER CAUSES. BY USING THE LICENSED SERVICE, YOU DECLARE THAT YOU ACCEPT THESE FACTS AND THEIR CONSEQUENCES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IMAGENAI, ITS OFFICERS, DIRECTORS,

SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EVEN IF SUCH DAMAGES WERE FORESEEN, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, WITH RESPECT TO THE SERVICE, ITS USE OR THE INABILITY TO USE IT, THE CONTENT, FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM YOUR RELIANCE ON OR IN CONNECTION WITH THE SERVICE OR THE CONTENT, OR FROM ANY FAULT, OR ERROR MADE BY IMAGENAI'S STAFF OR ANYONE ACTING ON ITS BEHALF. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL IMAGENAI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE SERVICES EXCEED AN AMOUNT GREATER OF (I) US$100.00 OR (II) THE FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Indemnification

You agree to indemnify, defend and hold harmless ImagenAI, its managers, directors, shareholders, employees, sub-contractors, agents and anyone acting on their behalf, at your own expense, from and against any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, resulting from any complaint, claim, or demand, arising from, or in connection with your use of the Service, or your breach of this Agreement, or any other rules or regulations applicable to the Service, or your violation, or infringement of any other persons rights by using the Service including but not limited to copyrights or privacy infringement regarding the photos you take or the videos you share.

14. Term, Termination and Survival

14.1. This Agreement commences on the date you first accept it and will remain in effect until your subscription to the Services expires or terminates or until this Agreement is terminated.

14.2. You may cancel your subscription at any time. Your cancellation will take effect at the end of your then-current Subscription Period (or such other period as may be specified in the applicable online description of your subscription plan). Until the effective date of cancellation, you will remain obligated to pay all applicable subscription fees.

14.3. ImagenAI may terminate this Agreement and your rights hereunder, in any of the following events:

- You have performed any act or omission which is harmful or likely to be harmful to us, or any other third party, including other users;
- You used or attempted to use the Service to perform any act which may be deemed unlawful, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act;
- You have breached the terms of the Agreement;

- When we cease our operation;
- If we are so required by a court or other competent authority;
- If we determine that the use of the Service infringes or is likely to infringe intellectual property rights or violates or is likely to violate any applicable law; or
- In any other instance where we believe that termination meets the appropriate legal standards.

14.4. Upon termination of this Agreement, your license to use the Service is revoked. In such case, you must immediately cease any and all use of the Service, and permanently remove all files of the Service stored on all computers under your control or possession.

14.5. The following provisions will survive any termination or expiration of the Agreement: Intellectual Property, Disclaimer of Warranty, Limitation of Liability, Indemnification and Governing Law and Jurisdiction. Any other provisions that by their nature should survive termination or expiration will also survive. Termination of this Agreement by ImagenAI will be in addition to, and not in lieu of, any equitable or other remedies available to ImagenAI.

14.6. For avoidance of any doubt, if your subscription to the Services is terminated or canceled, all your credits and Personal AI Profiles will be permanently deleted.

15. Governing Law and Jurisdiction

This Agreement, your use of the Service and any matter related thereto, will be exclusively governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than those of the State of Israel. The District Court of Tel Aviv shall have sole and exclusive jurisdiction over any claim, dispute or controversy in connection with this Agreement, your use of the Service or any matter related thereto. Each party hereby expressly and irrevocably consents and submits to the personal jurisdiction of the competent courts in the Tel Aviv District in Israel, and expressly waives any right to object to such personal jurisdiction or the convenience of such forum.

16. Assignment

You may not assign your rights under this Agreement to any third party without our prior written consent. Any such assignment will be null and void.
We may assign this Agreement and our rights and obligations herein, to any third party.

17. Complete Terms

This Agreement constitutes the entire and complete agreement between you and us concerning the subject matter of this Agreement and it supersedes any prior negotiations, proposal, agreement, representation or understanding between you and ImagenAI.

18. Severability

If any provision of this Agreement is held invalid or unenforceable, that provision must be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining provisions will remain in full force and effect.

19. **No Waiver**

The failure of ImagenAI to enforce any rights granted herein or to take action against you in the event of any breach hereunder, will not be deemed a waiver by ImagenAI as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

20. Changes

ImagenAI may change this Agreement from time to time, and such change will become effective upon the date on which it is posted on the website. You are responsible for checking the website regularly for such changes. By continuing to access or use the Services you agree to be bound by the revised Agreement.