

Native Studios UG (haftungsbeschränkt) General Terms and Conditions governing the use of the App CREACE in the scope of consumer application

1. Scope of Application

- 1.1. Native Studios UG (haftungsbeschränkt), Greifswalder Straße 29, 10405 Berlin, offers within the scope of these General Terms and Conditions selected online services for using the App CREACE. This App may only be used in conjunction with these online services.
- 1.2. The offer is directed exclusively to consumers in the sense of § 13 BGB (German Civil Code); use for commercial or other advertising purposes is not allowed in accordance with these General Terms and Conditions. For all non-personal, commercial use, Native Studios offers separate services. If you are interested in such a commercial use, please contact support@native-studios.com.
- 1.3. The offer is directed exclusively to adult natural persons. For all contracts with minors, the parent or legal guardian must review and provide proof of agreement with these General Terms and Conditions. In this case, you can contact our Support Team at support@native-studios.com.
- 1.4. The General Terms and Conditions may be accessed at www.creace.io and downloaded, saved and printed out at any time.

2. Registration

- 2.1. Use of the APP requires registration as a user. This enables Native Studios thereafter to request disclosure of the real name and email address of the user for contact purposes. This information serves to identify the user, who can then access his videos stored with Native Studios. At the time of registration for the App, the device ID will be verified and used as a criterion for identification. This means that any user of the App on the verified device will have access to the same stored videos. Further provisions are addressed below under Data Protection.
- 2.2. These General Terms and Conditions shall be incorporated into the contractual agreement between the parties upon registration. Furthermore, agreement to Native Studio's Data Protection Conditions can be a prerequisite for the use of the online services of the App.
- 2.3. Conditions for the use of the App, in particular with respect to end-devices or operating systems, may be found on www.creace.io.
- 2.4. Native Studios is entitled to refuse or to cancel registration at any time. All natural persons are permitted a one-time registration only. Multiple registrations may lead to rejection of the registration or to termination.

3. Online services

- 3.1. The online services of the App are available to the user after completion of registration. As part of the App, users are offered various so-called “templates”. A template is the creative framework for the respective videos. The user can select a template. The App will then prompt the user to make various video recordings, giving practical directorial tips. These recordings are then transferred to the App server. There, the individual videos are automatically compiled with pre-produced video and audio material. Finally, the completed video is stored on the Native Studios servers under the user’s registration and made available for download by the customer.
- 3.2. The App allows the user to publish the video on various social media channels under his own name. In this case, the video is transmitted directly to the social media provider. Native Studios does not provide hosting services for social media channels. For the use of such services, the customer may be required to pre-register for and/or accept the General Terms and Conditions of the respective social media provider.
- 3.3. In addition to the templates provided by Native Studios, the App may also offer “branded templates” from time to time. These are templates offered by marketing partners that may also contain advertising. These templates are therefore marked separately. The use of these templates may also be subject to special conditions of use on the part of the marketing partner which must be accepted prior to the transmission of the video. The use of branded templates may also be bundled with games and contests or the publication of the videos on the marketing partners’ websites. This is subject to any indicated special terms of use.
- 3.4. Native Studios and its marketing partners reserve the right to individually view all videos prior to transmission or publication, and to delete them where the video does not meet the requirements of these General Terms and Conditions, in particular Section 4.
- 3.5. Costs for data transfer may apply through the use of the App. These will be in accordance with the rates of the customer’s respective mobile internet service provider. The films have an average file size of 20 MB.
- 3.6. Native Studios makes no commitment regarding permanent availability of the App or the online storage for the videos. Native Studios reserves the right at its sole discretion to disable either or both parts of the service temporarily or permanently.
- 3.7. Native Studios is entitled to indicate the origin of the videos and the App, including through the use of logos, in any video. The same applies for the respective marketing partner and its logo in the case of branded templates.

4. Obligations of the customer

- 4.1. The customer is not authorised to use the videos for commercial or advertising purposes. The videos are licensed solely for private use.
- 4.2. The customer is not authorised to disclose access data for the App – if such is available – to third parties. The customer is not authorised to permit any third party to use the App while he is logged in with his registration data.
- 4.3. The customer is forbidden to use the App to create and/or send via the App videos with offensive, racist, xenophobic, sexist, pornographic, violent or otherwise criminal content.
- 4.4. The customer is forbidden from submitting videos without first obtaining the informed consent to use the video recordings from all persons depicted. Furthermore, the representation of copyrighted works of third parties in any manner whatsoever without the consent of the rights holder is prohibited unless an exception is deemed necessary in accordance with copyright law. In case of doubt, consent of the rights holder for the use of works by third parties must always be obtained. The same applies for the use of third-party trademarks and designs.
- 4.5. Upon transmission of the finished videos to Native Studios for storage, the customer grants Native Studios a temporally and geographically unrestricted, non-exclusive right to use the videos for the purposes of advertising the App or other Native Studios products. These rights may be transferred to a third party for the purposes of advertising. This includes the use of complete or edited videos in advertising spots online, as a stream or download, on television, as excerpts for use in print ads, banners or other images in advertising publications (both online and in print format as well as on data media). The advertising may be bundled with advertising for third-party products, including in particular in relation to, or as commercial interruptions of, the customer video. The granting of rights is made without any separate remuneration. In the event that Native Studios does in fact use the work in question for advertising purposes, the customer is entitled to appropriate remuneration on a case-by-case basis.
- 4.6. The customer is not authorised to edit the videos created via the App; in particular, any trademarks, labels or references to Native Studios or its licensors may not be edited or removed.
- 4.7. The customer is not allowed to offer the use of or to resell the services of Native Studios to third parties. The same applies to the creation of automated access to the online services of the App without the use of the App.
- 4.8. The use of the App is limited to reasonable use within the framework of a recreational pastime. In particular, the user is obliged to refrain from all uses that may interfere with or affect the functionality of the App and/or the online services. This

applies in particular to the use of malicious software (malware) or so-called Denial of Service attacks.

5. Withdrawal rights

Cancellation policy

Right of withdrawal

You have the right to withdraw from this agreement within fourteen days without giving any reason.

The right to withdraw is limited to a fourteen-day period that begins on the day of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (Native Studios, Greifswalder Straße 29, 10405 Berlin, Telefon +49 30 76583272, fax: +49 30 2408818, E-Mail support@native-studios.com) by means of a clear declaration (for example by letter sent by post, fax or email) of your decision to withdraw from this agreement. You may use the enclosed sample withdrawal form, but this particular form is not mandatory.

Timely dispatch of notice of withdrawal before the expiration of the withdrawal period shall be deemed sufficient to exercise the right of withdrawal.

Consequences of withdrawal

If you withdraw from this agreement, we will reimburse all payments that we have received from you, including costs of shipment (with the exception of any additional costs due to your having chosen a different type of delivery than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the date on which we have received notification of your withdrawal from this agreement. For this reimbursement, we will use the same payment method that you used for the original transaction, unless we have expressly agreed otherwise; in no event will you be charged fees for this reimbursement.

6. Remuneration

Use of the App and the online service is free for consumers.

7. Data Protection

7.1. In the course of registration, the following data are collected in anonymous form: the device ID, a user ID derived from the device ID, the device manufacturer, device model, operating system and version of the operating system, bundle ID

(specified by the App version), the version of the App, the locale, the country setting, an ID for push messages, as well as installation and update data for the App.

- 7.2. User videos are stored under the device ID and the user ID. Upon transfer of the device to a new owner once personal use is no longer intended, the old videos may be recovered, even if the App was previously deleted, upon re-installation of the App. In the event that you intend to permanently delete your videos, you can do so via the App or by contacting support@native-studios.com. Merely deleting the App will not permanently delete the videos.
- 7.3. Additional anonymous data collected is used exclusively for purposes of technical maintenance and further development as well as for warranty purposes.
- 7.4. **Native Studios uses Google Analytics, an analytic service of Google Inc. („Google“). Google Analytics uses „Cookies“, small text files that are stored on your computer that enable us to analyse your use of the app. The information collected by the Cookie concerning your use of the website are transferred to a server of Google in the USA and is stored and processed there.**
- 7.5. **Due to the activation of the IP-anonymisation used in this app, your IP-address is truncated by Google within a member state of the European Union or a member state of the European Economic Area. Only in rare incidents the full IP-address is transferred to a Google server in the USA and truncated there. Google will use the information on our behalf to analyse the use of this app, to produce reports about the activities in the app and to provide other services related to the use of the app.**
- 7.6. **The IP address transferred from your browser to Google Analytics will not be combined with any other data by Google. You can deactivate the use of Google Analytics by selecting the Link/Button at the end of this page in the apps version of the Terms of Service & Privacy Policy.**

8. Liability

- 8.1. The customer indemnifies Native Studios for any possible claims by third parties and all related legal consultation and defence costs due to a breach of obligations arising from this contract, in particular the obligations under Section 4.
- 8.2. Insofar as Native Studios requires payment for services, Native Studios shall only be liable for damages without limitations in the case of wilful intent and gross negligence. In the case of the violation of essential contractual obligations, Native Studios shall also be liable in the event of simple negligence. Substantial contractual obligations, as well as cardinal duties within the meaning of the law, are deemed to be those obligations essential for due implementation of the contract, the fulfilment of which users may reasonably expect to rely on. Liability for damages caused by

simple negligence leading to the breach of any other obligations is excluded in accordance with the provisions of Section 8.5.

- 8.3. Insofar as Native Studios provides services free of charge, Native Studios shall be liable for damages only (i) in the case of gross negligence or intentionally caused damage, or (ii) in the case it has assumed a guarantee, or (iii) in the case of injury to life, body and health, or (iv) in the case of liability in accordance with product liability law.
- 8.4. In the case of liability for negligent breach of cardinal obligations, liability is limited to the amount of typically foreseeable damages.
- 8.5. The above limitations of liability shall not apply to liability for injury to life, body and health, or in the case of the assumption of a guarantee by Native Studios, or to liability in accordance with product liability law.
- 8.6. The above provisions do not constitute a change in the burden of proof to the user's disadvantage.

9. Termination

- 9.1. Both parties shall be entitled to terminate the contract at any time without observing a period of notice.
- 9.2. Native Studios is entitled upon suspicion of breach by the customer of the obligations under these General Terms and Conditions, in particular of the obligations set forth in Section 4, to temporarily freeze account access until clarification of the issue. In addition, a more lenient means involving a temporary block instead of termination by Native Studios is permissible.
- 9.3. In the event of termination, user data including all videos will be permanently deleted. No separate transfer to the customer of the videos he has created shall be made upon termination. Insofar as the termination by Native Studios is not for an important reason, Native Studios will set a deadline for termination to give the user a chance to store the videos prior to termination.

10. Miscellaneous

- 10.1. Native Studios is entitled to change these General Terms and Conditions without giving reasons for such change, as long as the user is not put at a disadvantage contrary to good faith. Changes will be published on www.creace.io and the user will be notified by email. Changes to the content of these General Terms and Conditions are permissible when modifications in product content require new provisions, in particular insofar as new functions are made available to the user, or where changes in law or jurisprudence give rise to adaptations, in particular if individual provisions of these General Terms and Conditions are or become invalid. If the user does not question Native Studios with regard to the validity of the new General Terms and Conditions within two weeks of notification and opportunity to review such information, all changes to the General Terms and Conditions will be deemed accepted. Upon announcement of such changes, Native Studios shall provide notification with regard to the possibility of lodging an objection, the period of notice and the legal consequences thereof, in particular the consequences of a failure to object. In the event of timely objection, Native Studios is entitled to terminate the contract with a notice period of seven days. The contract shall be subject to the previously valid General Terms and Conditions up to the date of termination.
- 10.2. The law of the Federal Republic of Germany shall apply, excluding the conflict rules of private international law that refer to the application of other legal systems, as well as the UN Convention on Contracts for the International Sales of Goods (CISG). To the extent prescribed by law, mandatory consumer protection law of the consumer's country of domicile shall apply.
- 10.3. Should a provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions of these General Terms and Conditions shall not be affected.