



Catchoom's CRAFTAR Services - Terms Of Service

Effective Date of Current Terms: May 2018

Catchoom (as defined below) is the owner and operator of the products, platforms, software, plugins, analytics and tools available at <https://my.craftar.net> ("CraftAR Cloud Service"), including certain cloud-based and/or on-device 2D and 3D object recognition services and augmented reality services, software development kits (SDKs), application program interfaces (APIs) and API calls, and any other content, program, software, application, libraries, content files, scripts, instruction sets, knowledge base, updates (including software maintenance, service information, help content or bug fixes), components, support service and any related documentation (collectively the "Services.")

The following terms, rules, guidelines (collectively, "Terms"), Annexes (as defined below), Exhibits attached hereto, as well as our corresponding Privacy Policy (available at <http://catchoom.com/website-terms/>) govern your use of the Services, both free trial and paid, and such use constitutes a binding legal agreement (the "Agreement") between you and Catchoom (as defined below). The Terms are applicable to users of any CraftAR accounts and plans as set forth on the CraftAR Cloud Service. The terms "you" and "users" encompass the legal entity on whose behalf you are acquiring and accessing the Service and all such users and anyone else who accesses the Services.

The term Catchoom (and/or "we" and/or "us") as used herein means:

- (a) Catchoom Technologies Inc, a Delaware corporation if you are purchasing the Services from the USA; and
- (b) Catchoom Technologies, SL, a Spanish company with offices at Via Augusta 59, Barcelona 08006, Spain and tax number ESB65674590, if you are purchasing the Services from any other territory or jurisdiction.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES IN ANY WAY, BY CREATING AN ACCOUNT WITH OUR SERVICES OR BY CONSUMMATING A FINANCIAL TRANSACTION VIA OUR SERVICES, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES

If you are agreeing to these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and affiliates. In that case, the terms "you" or "your" shall also refer to such entity and affiliates. If you do not have such authority, or if you do not agree with the Terms, you may not use the Services. You acknowledge that the Terms constitute a contract between you and Catchoom, even though they are electronic and not physically signed by you and Catchoom, and that they govern your use of the Services.

You agree that your access to and use of the Services is subject to these Terms and all applicable laws, and that any such access or use is undertaken at your own risk. If you have any questions about the Terms or any of our other policies, please contact us at <http://info.catchoom.com>. Further terms specific to your country may be found in the attached annex (the "Annex") which is an integral part of the Terms.

1. We Reserve the Right to Update and Revise These Terms at Any Time.

From time to time we will review the Terms to ensure they accurately reflect developments in the law and our business operations. We reserve the right to update and revise the Terms at any time. Any new features or tools that are added to the current Services shall also be subject to these Terms. If we do update the Terms, we will notify you here, as well as by doing one or more of the following: 1) posting a notice and link to the updated Terms the next time you log into the Services, at which point you must assent to such updated Terms in order to complete login; posting a pop-up notice and link to the updated Terms on the Website; 3) emailing you a notice and link to the updated Terms; or 4) notifying you via RSS feed or pursuant to your user-configured notification preferences in connection with updates to these Terms.

You should review these Terms each time you newly engage with our Services. You will be deemed to have accepted these Terms, as updated, if you continue to use the Services after you receive notice of such updated Terms. We reserve the right to discontinue offering the Services or any part thereof at any time, and current subscriptions may be terminated in accordance with Section 5.

2. Eligibility.

By accessing the Services you affirm that you are fully able and competent to enter into and comply with the Terms. You must be at least 18 years old to access the Services or submit User Content (as defined below) via the CraftAR Services.

You agree that you will not use the Services in any country or in any manner prohibited by European Union or United States export control laws or any other law, restrictions, or regulations that apply to you. You can only use or receive the Services to the extent applicable laws do not bar you from doing so.

By using the Services, you represent and warrant that you meet all eligibility requirements we outline in these Terms. We may still refuse to let certain people access or use the Services. We may also change our eligibility criteria at any time.

We reserve the right, but are not obligated, to further limit the access of our Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of Services and pricing terms are subject to change at any time without notice, at our sole discretion, without retroactive effect. We reserve the right to discontinue the offer of Services or any part thereof, and decline renewals for then current accounts, at any time.

3. Privacy.

Our Privacy Policy set out in Exhibit 4 details how we collect and use your personally identifiable information and applies to our processing of data according to your instructions of files uploaded by you containing personal data, for which you are responsible.

By using the Services you understand and agree that Catchoom may share information about you and your transactions with other companies for processing your payments or other transactions, fraud prevention, and credit card authorization.

4. Account Registration and Information.

To use our Services, you are required to create an account. Your access to and use of the Services or aspects thereof are limited by your account type set out in the confirmation form and certain conditions indicated in Exhibits 1 and 2 hereto. You are solely responsible for any activity that occurs through your account. In order for us to provide you the best possible service, you agree to provide us with complete, accurate, and updated information for your account at all times. Incorrect or outdated information may lead to errors or delays, for which we will not be responsible.

You are solely responsible for maintaining the security of your account and login credentials. You should never publish, distribute, or post login information for your account. We are not liable for any damages or loss caused from any unauthorized account actions. For the avoidance of doubt, you are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login or account, including any consequence resulting from your failure to do so. Please notify Catchoom at support@catchoom.com immediately if you become aware of any unauthorized use of your account. You may not (a) share your account information (except with an authorized account administrator) or (b) use another person's account.

5. **Term/Termination.**

Term. Your account shall remain activated and in force for the term indicated in the CraftAR confirmation email or as otherwise indicated by us in your administration panel. The initial term will thereafter be renewed for similar periods unless the account is terminated by you as per below, or we provide thirty (30) days' prior written notice of non-renewal, unless we otherwise exercise our terminations rights as set forth in [Exhibit 2](#).

Catchoom Right to Terminate.

- Free trial Accounts: We reserve the right to suspend, block, prevent access to, cancel or otherwise terminate any free accounts with or without cause, in our sole discretion.
- Paid subscriptions: We may terminate at any time on notice to you, providing at least 30 days' notice, or ending at the end of the next periodic subscription period whichever is earlier.

We also reserve the right to limit or prohibit without notice all activity, including orders or registrations that, in our sole judgment, appear to be malicious or unlawful. We may also suspend or cancel your account/s immediately without notice, in case of breach of these Terms. In the event of termination, your obligations under these Terms will still continue.

Your Right to Terminate. You can terminate your account by emailing us at support@catchoom.com. However, any license granted by you under these Terms shall survive even after your account has been terminated. In addition, copies of User Content may have been retained as part of our routine backups. Termination is automatic upon the expiration of the free "evaluation" period if you have not upgraded to one of the paid account options. Notwithstanding the foregoing, except in the case of breach by you of the obligations set forth herein, we will make available to you at your request by email to support@catchoom.com, for a period of thirty (30) days from the termination date, access to your image collection stored in the Services through the Management API (defined in Exhibit 2, attached hereto). After such thirty (30) day period, all copies of your image collections will be deleted. Notwithstanding the foregoing, any outstanding payment obligations, and any restrictions, reservations of rights and confidentiality as set forth herein shall remain in full force and effect upon the termination of this Agreement.

6. **Purchases and Billing Information.**

Catchoom makes certain of its product features and subscriptions available for purchase (and, as the case may be, download) via the CraftAR Cloud Service. If you choose to make a purchase via the CraftAR Cloud Services, you will be asked to provide billing information such as name, company name, billing address, and credit card information either to Catchoom or its third party payment processor. You agree to pay Catchoom for all purchases (including all applicable taxes) made via the Services, and you hereby authorize the collection of such amounts by charging the credit card or other payment method provided as part of your order, either directly by Catchoom or indirectly, via a third party online payment processor. Catchoom may also disable access to the Services in the event you fail to make all payments due. If you are directed to Catchoom's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's privacy policy. Please review such third party's terms and conditions and privacy policy before using the services. Notwithstanding anything to the contrary herein, all sales are final and there shall be no refunds except as required by law. Further, Catchoom will not allow changes to CraftAR subscriptions without renewing the service order.

Fees. You agree to pay us the amount identified, in the manner set forth in, the account option you choose upon registration (“Service Order”). We charge and collect in advance subscription fees for use of the Services. On periodic renewal (monthly, annual), you will be charged at the then current Service Order price, unless otherwise agreed in writing with us. Except as expressly set out herein, fees are non-cancellable and non-refundable.

Invoicing. We will issue the invoice for one-off and subscription fees upon acceptance and execution of the online Service Order. Unless the CraftAR Services are terminated, renewals are invoiced on the periodic renewal date of the current plan (monthly or annually), and you authorize CraftAR to bill your payment instrument in advance on a periodic basis in accordance with such terms. We will issue invoices in the currency set out in the Service Order, posted to your account. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the registration was made.

Payment: Unless stated in the Service Order, payment is made by credit card payment. In addition to the termination provisions elsewhere in the Terms, we reserve the right to suspend or terminate this Agreement and access to the Services if you do not pay in timely manner or if you cancel the credit card payment. You warrant you provide us with valid and updated credit card information and you authorize us to charge such credit card for all Services set out in the Service Order for the initial subscription term and renewal subscriptions until termination. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Disputes: If you dispute any charges you must let us know within sixty (60) days after the date that the charge was incurred. All amounts paid are non-refundable, and we reserve the right to change our prices in the future. If we increase our prices for your service plan, we will provide notice of the change to you at least thirty (30) days before the change is to take effect. Your continued use of the Services after the price change goes into effect constitutes your agreement to pay the changed amount. Past due fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Taxes: You must pay any applicable taxes, and any applicable third-party fee (including, for example, telephone charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees). We are not responsible for these fees.

7. Availability and Quality.

Although the Services may be accessible worldwide, this does not mean all Services are available for offer in your country, or that all Services, or content contained therein, are legal in your country. We may block access to certain Services (or certain features or content thereof) at any time for any reason. It is your responsibility to make sure your use of the Services is legal where you use them. Services are not available in all languages.

We make no warranties with respect to free evaluation use. With respect to paid subscriptions, we warrant that (i) we shall provide and perform the Services in a workmanlike manner and with professional diligence and skill standard in the industry; and (ii) the Services shall conform substantially to its Technical Documentation (at <http://catchoom.com/documentation>) and our knowledge base (articles and FAQ updated from time to time) at CraftAR Support Center (at <http://support.catchoom.com>). We do not warrant that the quality of any of our Services, products, information, or other material purchased or obtained by you will meet your expectations, nor make any warranty as to the results that may be obtained from the use of the Services. We do not warrant that the Services will be uninterrupted or error free, however we will endeavor to correct errors in the Services in accordance with our support policy set out below.

8. Support.

We will provide email support to paid subscribers as indicated at <http://support.catchoom.com> (our office hours are 09:00-18:00 CET, Mon-Fri, except holidays in Barcelona, Spain) for any difficulties or issues raised with respect to the use of, access to, or invoicing and payment for the Services. Free users do not have access to our email support system but may use the open forum at the CraftAR Support Center. Due to maintenance, security or capacity issues,

and also to some events over which we may not influence (force majeure, equipment malfunction, power failures, hostile attacks, etc.), the Services may be temporarily suspended or affected.

We shall use our best commercially reasonable efforts to correct any errors and minimize any disruption, inaccessibility and/or inoperability of the Services, whether scheduled or not. We usually provide forty-eight (48) hours advance notice to you in the event of any scheduled downtime. In the event of any downtime, you shall not be entitled to a pro rata reduction of any payments for such period unless the Downtime equals or exceeds five (5) consecutive working days or an aggregate of five (5) working days in any calendar month, in which case paying clients shall be entitled to a pro-rata reduction as their sole and exclusive remedy for such downtime.

9. Storage.

We recommend that you continue to back up your content regularly. We may create reasonable technical limits on your content, such as limits on file size, storage space, processing capacity, and other technical limits. We may suspend the Services until you are within the storage space limit associated with your account.

10. Modification of Services.

We may modify or update the Services (including any of their features) at any time without liability to you or anyone else. However, we will make a reasonable effort to notify you before we make the change. We will also allow you a reasonable time to save User Content. By continuing to access or use the Services after we have posted a modification on the CraftAR Cloud Service or have provided you with notice of a modification, you are agreeing to be bound by the modified Terms. We reserve the right to discontinue the Services, to terminate at the end of current subscriptions, If we discontinue the Services immediately in their entirety, we will provide you with a pro rata refund for any unused subscription fees for those Services that you may have prepaid (but not one-off payments).

11. CraftAR License.

Subject to your compliance with these Terms and the law, you may access and use the Services. We (and our licensors) remain the sole owner of all right, title, and interest in the Services. We reserve all rights not granted under these terms. In addition, any content that we provide to you is licensed on a personal, non-sublicensable and non-exclusive basis, not sold to you. Our Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

We offer free and paid licenses and updates to our use our Services, including our cloud-based and on-device CraftAR development software and SDKs, APIs, online augmented reality creator and other related tools for purchase and download via the CraftAR Cloud Service and at the Catchoom Website (at <http://catchoom.com> and its subdomains). In order to use certain of these features, you must accept the corresponding end user license agreement ("EULA") presented to you at or before the time of download and/or installation. For example, certain of our Services require you to use the Catchoom SDKs, which is available on the Catchoom Website, and subject to its own terms, conditions and pricing options. For the avoidance of doubt, your access to or use of certain Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between this Agreement and terms and conditions associated with a separate service or license, the terms and conditions associated with such separate services and/or licenses will take precedence with respect to your use of or access to that area of the Services.

12. API Use.

In accessing CraftAR via our API in any manner, the terms set out in Exhibit 1 and Exhibit 2 below shall also apply and in the event of any inconsistency between these Terms and those set forth in Exhibit 1 and Exhibit 2, the latter terms shall govern.

13. User Content.

“User Content” means any data or content you upload, post, transmit or otherwise make available via the Services (which may include data you import from Non-CraftAR products you use). User Content includes files you upload, comments or edits you make on files, profile information and anything else you enter or upload into the Services. You retain all rights and ownership of User Content. You are solely responsible for User Content, its accuracy, and for the consequences of submitting or posting User Content. We are not responsible for, and we do not endorse, the opinions, advice, suggestions or recommendations constituting User Content, and we specifically disclaim any liability in connection therewith.

License to User Content. We do not claim any ownership rights to User Content. We do, however, require certain licenses from you, as set forth in these Terms, in order to operate and enable the Services. For example, we need to be able to transmit, store and copy User Content in order to display it to you, to create backups to prevent data loss, and anything else Catchoom deems necessary to provide the Services. Your acceptance of the Terms gives us the permission to do so and grants us any rights necessary to provide the Services to you. This permission includes allowing us to use third-party service providers in the operation and administration of the Services, and the rights granted to us are extended to these third parties to the degree necessary. You further authorize us to use on the Website or other websites and on other our marketing collateral, your company name and corporate trademark, linking to your website, for the purpose of publishing the fact that you are a user of these CraftAR Services. In addition, you also agree that you will consider in good faith participating in and consenting to the release of a Catchoom case study relating to your use of our technologies and service. We will not release or publish information about you without your prior review and approval.

CraftAR Access. We will not access or view to any User Content, except as set forth in these Terms and as reasonably necessary to perform the Services, including to monitor your conduct and misuse (see Section 16 herein). Actions reasonably necessary to perform the Services may include (but are not limited to) (a) responding to support requests; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; and (c) enforcing these Terms. We reserve the right to review, remove, block, or modify any content on the Services, including User Content, without notice or further obligation to you. Our privacy policy relating to processing your User Content is set out in Exhibit 3

14. Disclaimers.

Catchoom does not control or endorse the content or data contributed by you. We make no claims or representations regarding any content we do not create. Unless explicitly stated, we do not endorse or have any associations with third-party sites or resources that we may link to on the Services. We take no responsibility related to User Content or third party content or any actions resulting from your use of any part of the Services. If any damage or loss results from your use of, reliance on, or any other connection between you and any content or data that any third party makes available, you acknowledge and agree that we are not responsible or liable, directly or indirectly. When you access third party resources on the Internet or through the Services, you do so at your own risk.

15. Conduct and Misuse.

In addition to any other act that Catchoom in its sole discretion deems to be misuse, you may not:

- take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our or our third party providers’ infrastructure;
- interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services;
- bypass, circumvent, or attempt to bypass or circumvent, any measures we may use to prevent or restrict access to the Services, including without limitation other accounts, computer systems or networks connected to the Services;
- copy, modify, host, stream, sublicense, or resell the Services;
- enable or allow others to use the Services using your account information;

- use the Services to construct any kind of database;
- access or attempt to access the Services by any means other than the interface we provided or authorized;
- reverse engineer or access the Services in order to (i) build a competitive software product providing a similar service (except when building such service on the CraftAR Services), (ii) build a product using similar ideas, features, functions or graphics of the Services, or (iii) copy any ideas, features, functions or graphics of the Services;
- frame or mirror any part or content of the Services;
- use or share content or engage in behavior that violates anyone's intellectual property rights;
- upload or share any content that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, invasive of another's privacy, or hateful;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- attempt to disable, impair, or destroy the Services;
- use the Services to upload, post, transmit, or otherwise make available any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware;
- publish anyone's identification documents or sensitive financial information, or any personal information of third parties without their consent;
- manipulate identifiers in order to disguise the origin of any of User Content;
- upload, post, transmit, or otherwise make available any content, that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- use any data mining or similar data gathering and extraction methods in connection with the Services;
- violate any applicable law;
- violate these Terms; or
- collect or store personal data about other users in connection with any of the prohibited conduct and activities set forth above.

These obligations shall survive termination.

You are responsible for your conduct, User Content and all communications with others while using the Services. We are not responsible for the accuracy, appropriateness, or legality of your conduct, User Content or any other information you may be able to access using the Services.

Catchoom has no obligation to monitor any information on the Services. Nevertheless, you acknowledge that Catchoom and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any of User Content that is available via the Services. We may also review User Content transmitted through non-public mechanisms (such as non-public channels within the Services) where we deem appropriate, including for violations of the Terms or in response to a user complaint. You must evaluate, and bear all risks associated with, the use of User Content and any other content you submit.

You shall comply with any codes of conduct, policies, storage limitations, or other notices Catchoom provides or publishes in connection with the Services. You shall promptly notify Catchoom if you learn of a security breach related to the Services.

16. Your Warranty and Indemnification Obligations.

By registering for the Services and uploading User Content or any other content to the Services, you agree that you have: (a) all necessary licenses and permissions, to use, submit, or share such Content and (b) the rights necessary to grant the licenses in these terms. You also represent that such Content and your other activities in connection with the Services, and Catchoom's exercise of all rights and licenses granted by you in the Terms, do not and will not

violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does such Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing. You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim, demand, liabilities, loss, expenses or damages, including without limitation reasonable attorneys' fees, arising out of or related to your User Content, or any other content to the Services, your use of the Services, or your violation of these terms.

17. Errors, Inaccuracies, and Omissions.

Occasionally there may be information on the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Services is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Services, including pricing information, except as required by law. No specified update or refresh date applied in the Services should be taken to indicate that all information in the Services has been modified or updated.

18. Catchoom Intellectual Property.

Except as otherwise provided herein, the Services and all content appearing thereon are the exclusive property of Catchoom or our licensors and are protected by United States and international copyright laws. All trademarks, service marks, and trade names that appear on the Services and the overall "look and feel" of the Services (collectively the "Marks") are proprietary to Catchoom, or the respective owners of such Marks. You may not display, reproduce, or otherwise use the content or materials on the Services, including the Marks, without first receiving written consent from us. You may not remove or otherwise modify any legal or trademark notices from any content we make available through the Services.

Scraping the Services or using other automated or manual means to take our content is expressly prohibited. Any unauthorized use of any content or materials on the Services is strictly prohibited and violates copyright, trademark, and/or other intellectual property laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

If you would like to request authorization to use the materials or content on the Services, please contact us at <http://info.catchoom.com>.

19. WARRANTY AND LIABILITY DISCLAIMER.

You understand and agree that Catchoom has no control over, and no duty to take any action regarding which your users access the Services, your User Content that they access via the Services, what effects this content may have on them, how they may interpret or use this content, or what actions they may take as a result of their exposure to your User Content.

Thus we make no representations concerning any of your User Content that is uploaded by you and accessed by your users through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in such User Content..

You acknowledge that User Content may be transmitted or handled in an unencrypted manner if you use unencrypted gateways to connect to the Services. While Catchoom takes measures to ensure that information is transmitted using reasonable security measures, it does not guarantee that those transmissions will be encrypted. You acknowledge that you are solely responsible for adequate security protection and backup of User Content. Catchoom shall have no liability to you for any unauthorized access or use of any of User Content or any corruption, deletion, or destruction of any of User Content.

ADDITIONAL WARRANTIES AND LIABILITIES DISCLAIMERS ARE SET FORTH IN EXHIBIT 3 HERETO.

20. Confidentiality.

Any information marked "confidential", or which may reasonably be supposed to be confidential, including, without limitation, information contained in or input into the Services, shall not without our prior written consent be used except for the purposes of this Agreement, nor disclosed to any person other than to employees or agents who have a need to know.

21. Governing Law.

Please see the Exhibit 3, attached hereto, as to governing law and dispute resolution.

22. Severability.

If any part of these Terms is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term will not affect any other terms.

23. Entire Agreement.

These Terms constitute the entire agreement between you and Catchoom and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written with respect to these Services. Any rights not expressly granted herein are reserved.

24. Miscellaneous.

We are not liable for any failure to perform any of our obligations stated in these Terms if the failure results from a cause beyond our reasonable control, including—without limitation—mechanical, electronic or communications failure, or degradation.

You cannot assign, transfer or sublicense these Terms without first obtaining our consent. We may assign, transfer, or delegate any of our rights and obligations without consent. These Terms do not create any agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other in any respect.

If we do not enforce any part of these Terms, it does not mean we give up the right to later enforce that or any other part of these Terms. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver.

The section and paragraph headings in these Terms are for convenience only and do not affect their interpretation. Whenever the words "include," "includes" or "including" are used in the Terms, they shall be deemed to be followed by the words "without limitation." Whenever the word "or" is used in the Terms, it shall not be deemed exclusive. All terms defined in the Terms shall have the defined meanings when used in any of the Terms unless otherwise defined therein. The definitions contained in the Terms are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

To the extent permitted under applicable law, you agree that regardless of any statute or law to the contrary, any claim or cause of action by you related to the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

25. Contact Us.

If you have any questions, complaints, or claims with respect to the Services or any of the CraftAR agreements or Terms, you may contact us at support@catchoom.com.

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EXHIBIT 1

SERVICE LIMITATIONS

Terminology

- “Query Image”: an image taken by a user with the purpose of recognizing an unknown object
 - “Visual Scan”: the process of taking and processing a query image
 - “Reference Image”: an image that represents an object in your collection that you want others to recognize
 - “Collection”: a group of reference images organized by type
 - “Custom Data”: an optional string associated with an item that is returned upon recognition of the item.
 - “Transparency”: a term associated with image processing to determine the degree to which an image background is filled with colored pixels
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- Query image upload is limited to 300 KB per image. Query images are all images depicting items to be recognized. A request containing a query image to be recognized is called a visual scan.
 - Maximum number of visual scans is defined by your pricing plan. Visual scans are all requests containing a query image to be recognized sent through the Recognition API. Performing recognition using the service website or the mobile apps counts as API requests.
 - Reference image upload is limited to 5 MB per image. Reference images are all images representing known items. An item can be represented by more than one reference image.
 - Maximum number of reference images in all collections is defined by your pricing plan. A collection is a set of known items, each represented by one or more reference images.
 - Maximum number of collections is limited only by the number of reference images defined by your pricing plan.
 - Custom data (metadata) upload is limited to 2 MB per item. Custom data (metadata) is the data associated with one item. The service permits to include custom data corresponding to all recognized items into responses to successful visual scan requests (i.e. responses with at least one relevant item recognized in the query image
 - Supported formats for reference images are: JPEG and PNG (no transparency).
 - Supported format for query images is JPEG.
 - Recognition API has a limit (request cap) of 20 visual scan requests per second from a single IP address. The excess requests may be discarded and responded with an adequate HTTP status code.
 - Recognition API has a limit (request cap) of 3000 visual scan requests in 5 minutes from each account. The excess requests may be discarded and responded with an adequate HTTP status code.
 - Management API has a limit (request cap) of 10 requests per second from each account. The excess requests may be discarded and responded with an adequate HTTP status code.

EXHIBIT 2

API USE TERMS

0. API Definition

CraftAR has two (2) APIs: the Cloud Image Recognition API (or “Recognition API”) and the Management API. Unless specified otherwise, CraftAR API or API refers to both at the same time, or to any of them independently.

1. API Use License

Subject to your compliance with this Agreement, Catchoom grants you a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted herein) license to use CraftAR API solely to enable your application to interact with the Services to send and retrieve information necessary to facilitate your permitted use of the Services through your application.

2. Access Keys

For access via the Management API, you will need to use your API_KEY as Access Keys that permit you to access CraftAR Cloud Service; and for access via the Recognition API, you will need to use “Tokens” to access the targeted image Collection. The API_KEY must be kept confidential and may be revoked if you share them with any third party (other than as allowed under this Agreement), if they are compromised, if you violate any of these Terms, or if Services to you are terminated for any reason. The “Tokens” can be used at your discretion and responsibility to distribute your application (as allowed under this Agreement).

3. API Call Limitations

The number of API calls you will be permitted to make during any given period may be limited. We will determine call limits based on various factors, including the ways your application may be used or the anticipated volume of use associated with your application. We may, in our sole discretion, charge you for API calls that exceed the call limits or terminate your access to the API in accordance with these terms. The API calls also have service limitations specified in [Exhibit 1](#) above.

4. Restrictions

Notwithstanding your obligations pursuant to Section 14 of the Terms, above, you further agree not and will not facilitate or enable others to: a) distribute, publish, or allow access or linking to our API or content from any location or source other than your application or the CraftAR Mobile App; b) enable or permit use or disclosure of CraftAR Services via the API other than as authorized under this Agreement; c) commercialize (that is, sell, rent, trade or lease) CraftAR to third parties; d) access CraftAR technology platform for any other purposes other than bona fide use of CraftAR in accordance with this Agreement; d) modify, decompile, reverse engineer or otherwise alter CraftAR technology, API or our Services; e) use robots, spiders, scraping or other technology to access or use our technology platform or CraftAR in general to obtain any information or services beyond what we provide to you under this Agreement; f) use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any reasonable instructions or policy published by us; or g) use the API to: (i) infringe our copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (ii) transmit any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; or (iii) interfere, disrupt or attempt to use our technology platform to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding its authorization; or (iv) in general create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

5. Suspension/termination

Notwithstanding Section 5 of the Terms, above, the event of any breach by you of the restrictions set out herein, we will provide you notice of the same, and if it is not corrected within ten (10) days, we may (i) suspend all API access rights and other Services provided to you or, in the event this does not prevent a breach, we may terminate your CraftAR Services. In the event any such breach causes immediate material harm or significant risks, as determined by us, to our technology platform or Services, we may immediately suspend all API access rights and other services to you, provided that we shall provide you with immediate notice of such suspension. We will resume services when such breach is remedied and all issues related thereto are resolved, without prejudice to our right to terminate this Agreement. In addition, we may suspend or terminate API access (a) if we are required to do so by law; (b) when your Service Order has expired or been terminated; (c) when providing such access to the Services could create a substantial economic burden as determined by Catchoom in its reasonable good faith judgment; or (d) providing API access to the Services could create a security risk or material technical burden as determined by us in our reasonable good faith judgment

6. Modification of the API, Website and Services.

We may modify the API, permitted API calls, our databases, or CraftAR Services and permitted uses of the same under this Agreement, or any of the benefits and/or features provided in connection with your use of the API. We will provide you one (1) month's written notice of any such modifications that may affect your Application. These changes may require you to make changes to your application at your own cost to continue to be compatible with or interface with the API or the Services.

7. Security Standards

You agree to comply with the following API Security Standards ("Security Standards"):

- a) Security Breaches. A "Security Breach" is defined as a breach of security of your facility, systems or site where our Services have been accessed or used by an unauthorized person. In the event of a Security Breach, we may suspend or terminate your access to the API and the Services and we may conduct a security audit.
- b) Notification. Notwithstanding any other legal obligations you may have, you agree to immediately notify us in writing upon your discovery of a Security Breach, using commercial reasonable efforts to do so no more than twenty-four (24) hours after such detection, including: a problem statement, expected resolution time (if known), and the name and phone number of your representative that we can contact to obtain incident updates. Under no circumstances will more than two (2) days pass between your detection of a Security Breach and us being notified by email.
- c) Audit. We reserve the right to periodically audit your communications with the CraftAR Cloud Service and systems to ensure compliance with the requirements of these Terms. Non-intrusive network and application security scans may be performed randomly without prior notice.
- d) Audit Results and Response. We will provide you with detailed results of any security audit performed pursuant to these Security Standards. You will be granted thirty (30) days to resolve any issue that we identify through a security audit. Should you fail to resolve such identified issues, we may immediately suspend or terminate your access to the API and CraftAR without further notice to you.

EXHIBIT 3 – Additional terms

A) FOR USERS ACQUIRING THE SERVICES IN THE UNITED STATES

1. Copyright Infringement.

Written Notification. Catchoom has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (“DMCA”). You are hereby informed that Catchoom has adopted and reasonably implemented a policy that provides for the termination of access, in appropriate circumstances, to users who are repeat copyright infringers. Catchoom may, in appropriate circumstances and at its discretion, disable and/or terminate access to users who may be infringing the intellectual property of a third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Catchoom’s DMCA Agent the following information (to be effective, the notification must be in writing and provided to our Copyright Agent):

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and a description of where the material that you claim is infringing is located;
4. your address, telephone number, and, if available, email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.

Upon receipt of a valid written notification containing the information as outlined in 1 through 6 above, Catchoom shall, (1) remove or disable access to allegedly infringing content; (2) forward the written notification to the alleged infringer; and (3) take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the allegedly infringing content.

Counter Notification. To be effective, a counter notification must be a written communication provided to Catchoom’s DMCA Agent that includes substantially the following:

1. your physical or electronic signature;
2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement, as follows: “I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled”; and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you are located, or if your address is outside of the United States, for any judicial district in which Catchoom may be found, and that you will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a valid counter notification containing the information as outlined in 1 through 4 above, the DMCA provides that the removed material will be restored or access re-enabled and Catchoom will comply with this requirement within a reasonable time (or as otherwise required by law), provided Catchoom’s DMCA Agent has not

received notice from the original complaining party that an action has been filed seeking a court order to restrain you from engaging in infringing activity relating to the material on Catchoom's network or system.

Catchoom's agent for notice of claims of copyright or other intellectual property infringement can be reached via email at legal@catchoom.com or via regular mail at the following address: Attention: Marc Pellegrino, 450 Seventh Avenue, 33rd Floor, New York, NY 10123.

WARRANTIES

Except as expressly set out herein, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CATCHOOM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, OR ANY CONTENT OR DATA ON THE SERVICES, WHETHER PROVIDED OR OWNED BY CATCHOOM OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, CATCHOOM DOES NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS.

LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CATCHOOM OR ANYONE REPRESENTING CATCHOOM, INCLUDING ANY THIRD PARTY PROVIDER, BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR ACCESS TO, USE OF, OR RELIANCE ON ANY CONTENT PROVIDED THROUGH THE SERVICES OR ANY ERRORS OR OMISSIONS IN ANY CONTENT; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES OR THE SERVERS OF CATCHOOM OR ITS THIRD PARTY PROVIDERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN BY; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; OR (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGIN) OR (B) ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE FEES PAID TO US FOR THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE PARTIES AGREE THAT THE AMOUNTS STATED HEREIN ARE FAIR UNDER THE CIRCUMSTANCES AND THAT THE PRICES REFLECT THIS LIMITATION OF LIABILITY.

THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CATCHOOM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing law, Dispute Resolution, Arbitration and Class Action Waiver

You agree that your use of the Services in another jurisdiction does not give rise to personal jurisdiction over Catchoom in jurisdictions other than New York. The laws of the State of New York will govern these Terms and the relationship between you and Catchoom as if you signed these Terms in New York, without regard to New York State's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded and/or modified only to the extent such provisions are inconsistent.

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully. You may opt out of the arbitration agreement by following the opt out procedure described below.

Informal Process First. You agree that in the event of any dispute between you and Catchoom, you will first contact Catchoom and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.

Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of Catchoom's Services, or relating in any way to Catchoom's communications with you, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and Catchoom. However, this arbitration agreement does not (a) govern any Claim by Catchoom for infringement of its intellectual property or access to the Services that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you receive any Services by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Catchoom are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to Catchoom Technologies Inc., Attn: Catchoom Legal, CATCHOOM TECHNOLOGIES INC, c/o Buhler Duggal & Henry LLP, 450 Seventh Avenue, 33rd Floor, New York, NY 10123. The arbitration shall be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.

The number of arbitrators shall be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed the Services on behalf of an entity, we will reimburse those fees for claims totaling less than \$100, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence shall not apply to the below subsection entitled "Class Action Waiver."

Class Action Waiver. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of

competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and Catchoom each waive any right to a jury trial.

B) FOR USERS REGISTERING FOR THE SERVICES FROM OUTSIDE THE UNITED STATES

Warranty limitation. Except as expressly mentioned herein or established by mandatorily applicable law, the Services are provided “as is” and “as available” with no representations or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. There is no warranty that the Services will be uninterrupted or error free; nor any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability or content of any information or services contained in or provided through the Services. Your sole remedy for breach of our warranty of conformity is re-performance of the Services and/or correction of any bugs in accordance with the support terms set out herein.

Liability limitation. We will only be liable for direct damage to you or your equipment caused by us through your correct use of the service. To the maximum extent permitted by law, in no case is Catchoom, its affiliates, employees, officers or sponsors responsible or liable for any indirect, incidental consequential loss or damages, including without limitation, damages, loss of profits, loss of business goodwill or reputation, business interruption, equipment failures or other damage or loss arising out of or relating in any way to use of or the inability to use the Services. This limitation does not apply to damage arising due to fraud or wilful misconduct, or with respect to death or corporal damage to any person. In no event will either party’s liability under or in connection with this Agreement for any damages, losses and causes of actions, whether in contract or tort (including negligence or otherwise), exceed the actual amount paid by you for Service(s) which gave rise to such damages, losses and causes of actions prior to the date the damage or loss occurred or the cause of action arose. (Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations or exclusions may not apply to you. In such jurisdictions, the parties’ liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.)

Applicable Law and Jurisdiction. These Terms shall be governed by and construed in accordance with the laws of Spain. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Barcelona, Spain

Contacts. You agree to receive our email notifications related to CraftAR and our commercial offerings. We will not share your email with 3rd parties. We may contact you for information and service notifications relevant to your account/s or when required by law. You hereby acknowledge and consent that such notices will be effective upon delivering them to you through e-mail.

EXHIBIT 4 – Privacy Policy

This Exhibit (the “**Addendum**”) regulates the processing of any Customer Personal Data by **Catchoom Technologies S.L.** (“Catchoom” or the “Company”) and under any and all Service Orders and Service Subscription Agreements relating to our CRAFTAR Service and CRE, and is effective as of the date of the last signature date. All agreements between the Parties relating to our products and services hereto are collectively referred to herein as “the Agreement.”

With respect to provisions regarding processing of Customer Personal Data, in the event of a conflict between the Agreement and this Addendum, the provisions of this Addendum shall control.

Clauses

1. Definitions

For the purpose of this Addendum, the following terms shall take the meaning set out herein:

- **Personal Data:** all information about an identified or identifiable individual; An identifiable natural person shall mean any person whose identity can be determined, directly or indirectly, in particular by means of an identifier, such as a name, an identification number, location data, an online identifier or one or more identity elements Physical, physiological, genetic, psychological, economic, cultural or social.
- **Data Processor:** the natural or legal person, public authority or other organization processing Personal Data on behalf of the Data Controller.
- **Data Subject:** is the individual that is identified or identifiable.
- **Data Controller:** the natural or legal person, public authority, or other organization that, alone or jointly with others, defines the purposes and means of the processing.
- **Processing:** Any operation or set of operations carried out on Personal Data or Personal Data sets, whether by automated processes or not, such as collection, registration, organization, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of access, collation or interconnection, limitation, suppression or destruction.
- **Security breach of the Personal Data:** any breach of security that results in the destruction, loss or accidental or unlawful alteration of Personal Data transmitted, preserved or otherwise processed, or unauthorized communication or access to such data.

2. Object and Term

This Addendum entered into pursuant to Art. 28.3 of the GDPR regulates the Processing of Personal Data by Catchoom in the course of providing its services under the Agreement. The duration of such processing shall be for the period during which the Parties perform their applicable obligations under the Agreement.

3. Data Protection Laws Compliance

Each Party shall comply with all applicable laws relating to privacy and data protection, including the EU General Data Protection Regulation (2016/679) on and from 25 May 2018, the EU Privacy and Electronic Communications Directive (2002/58/EC) as implemented in each jurisdiction, and any amending or replacement legislation from time to time (collectively and individually, “**Data Protection Laws**”).

I. Catchoom as Data Controller

In accordance with Data Protection Laws, the processing the Personal Data of the individuals mentioned in the Agreement, being identification data (name, surname, position, email address and telephone) of both the Client's signatory and the technical or commercial contact persons, is necessary for the execution of the contract and for the invoicing of the contracted services, and more generally to manage our contractual and commercial relationship with the Customer and to inform them promptly about any aspect related to the services provided or that can be performed by the Company in the future.

Such Personal Data will not be shared with any third party, however they will be stored in the services of Salesforce/Pardot and Google in the USA (a territory that does not provide adequate safeguards for the protection of

personal data), however both entities are in the UE-US Privacy Shield, and provide services to us under contract clauses that provide adequate safeguards (EU Model Clauses).

Although the consent of the aforementioned persons is not necessary for this processing, Customer agrees to inform them of the possibility of exercising their rights of access, rectification, cancellation and opposition, limitation and restriction of treatment in the terms established by the current legislation, by writing to the following address: info@Catchoom.com. They may, if they so wish, also file a complaint, if any, with the Spanish Agency for Data Protection.

The Customer declares that the data of the aforementioned persons are correct and updated, and undertakes to communicate the provisions of this clause to the aforementioned persons.

II. Catchoom as Data Processor, for and on behalf of Customer

During the provision of the Services, Catchoom may access certain Customer Personal Data under the responsibility of the Customer during the performance of the services, in particular (but without limitation), the data set out below (“Customer Personal Data”) relating to the indicated persons (“Data Subjects”). This may include photographs, images or any metadata, within a CraftAR Collection. Under applicable privacy regulations, Customer is responsible for its data and is what is known under privacy regulation as the “data controller”. Customer appoints Catchoom as a data processor of Customer Personal Data, to process Customer Personal Data on Customer’s behalf, for the purpose of providing the Service.

4. Rights and responsibilities of the Customer as Data Controller

As established in the GDPR, the Customer as Data Controller shall:

- a. Implement appropriate technical and organizational measures to ensure and be able to demonstrate that the processing is carried out in accordance with applicable legislation.
- b. Adopt data protection policies.
- c. Ensure that the Data Protection Officer or, in his / her absence, the Privacy Officer is involved in an adequate and timely manner in all matters relating to the protection of Customer Personal Data.
- d. Adhere to a code of conduct that can be approved by the Commission or other competent authority.
- e. Keep a record of processing activities in the case of processing Customer Personal Data that may pose a risk to the rights and freedoms of the data subject and / or in a non-occasional manner, or which involves the processing of special categories of data and / or data relating to convictions and infractions.
- f. Make available to the interested parties the essential aspects of this agreement, at the request of the Data Processor.
- g. Respond to the legal rights established by applicable law on the protection of Customer Personal Data and comply with the stipulations indicated in clause 5 even if these were originally addressed to the Data Processor.

Customer warrants that it has all the appropriate consents from data subjects whose personal data are submitted to Catchoom by Customer or its end-users in the course of the provision of the Service, including consent to the transfer and processing of Customer Personal Data to and in the USA by the subcontractors mentioned below. Customer will indemnify and keep Catchoom harmless from all claims, damages and losses we may suffer relating to or arising out of the processing of third party personal data submitted to Catchoom’s systems during the course of the provision of the Service.

Prohibited data. In all events, it is forbidden to submit to Catchoom or upload to the CraftAR Cloud Service any data that contains sensitive data (according to applicable Privacy Law) that relates to identifiable persons such as: any person’s racial origin, membership in a trade union, religion, ideology and sexual life, or health data; data relative to the commission of criminal offences or proceedings and associated penalties or fines.

5. Rights and responsibilities of Catchoom as Data Processor

As established in the GDPR, Catchoom as Data Processor shall:

- a. Process Customer Personal Data only on the basis of documented instructions from the Data Controller, including transfers of Customer Personal Data to a third country or international organization, unless otherwise required to do so under Union law or applicable Member State law; In such case, the Data Processor will inform the Data Controller of that legal requirement prior to the processing, unless otherwise prohibited by such law or in the public interest.
- b. Ensure that the persons authorised to process Customer Personal Data have undertaken to respect confidentiality or are subject to an obligation of confidentiality of a statutory nature.
- c. Take all appropriate technical and organisational measures to ensure a level of safety appropriate to the risk of processing.
- d. Respect the conditions for having recourse to another Data Processor, as established in the current legislation on protection of Customer Personal Data.
- e. Assist the Data Controller, taking into account the nature of the processing, through appropriate technical and organisational measures, whenever possible, so that it can comply with its obligation to respond to requests for the exercise of the rights of the data subjects.
- f. Assist the Data Controller in ensuring that they comply with their obligations, taking into account the nature of the processing and the information that is available to the Data Processor.
- g. At the choice of the Data Controller, either destroy or return all Customer Personal Data once the processing services have been completed, and destroy any existing copies unless the retention of Customer Personal Data is required under Union or applicable Member State law.
- h. Make available to the Data Controller all information necessary to demonstrate compliance with the obligations established in herein, as well as to allow and contribute to the performance of audits, including inspections, by the controller or other authorised auditors for the Data Controller.
- i. Process the Customer Personal Data placed at the disposal of the Data Processor in a way that ensures that the personnel in charge follow the instructions of the Data Controller.
- j. Ensure that the Data Protection Officer or, in his / her absence, the Privacy Officer is involved in an adequate and timely manner in all matters relating to the protection of Customer Personal Data.
- k. Adhere to a Code of Conduct that is approved by the Commission or other competent authority.
- l. Keep a record of processing activities in the case of processing Customer Personal Data that may pose a risk to the rights and freedoms of the data subject and / or in a non-occasional manner, or which involves the processing of special categories of data and / or data relating to convictions and infractions.
- m. Respond to the legal rights established by the GDPR and comply with the stipulations indicated in clause 5 even if these were originally addressed to the Data Processor.

6. Data subjects' exercise of their rights

If the Data Subjects addresses a request or exercises any of the rights established in the General Data Protection Regulation, the Controller and / or the Processor must provide the information requested and perform any required actions, without delay and, at the latest, within one month from receiving the request, which may be extended for a further two months if necessary, taking into account the complexity of the application and the number of applications.

Similarly, but in the event that the Data Controller and / or the Processor do/es not proceed with the request of the Data Subject, he/she shall inform the latter without delay, and no later than one month after receipt of the request, shall provide the Data Subject with the reasons why he/she/they has/ve not acted and inform the Data Subject of his right to file a complaint before a competent authority and to file a judicial appeal. The response to the Data Subject's request shall be made in the same format as that used by the person concerned, unless he/she requests that it be done otherwise.

7. Subcontracting

As Data Processor, Catchoom may provide access to a subcontractor processor to Customer Personal Data if we reasonably consider such access and processing necessary to the performance of the Services. In the event of such access and before the access takes place, Catchoom shall ensure that an agreement with the third party is in place which is sufficient to require it to treat personal data in accordance with the applicable provisions of this Agreement and applicable. Customer authorises Catchoom to subcontract such processing in its name, the current

sub-processors being Amazon Web Services, Inc. (with servers in the EU and in the USA) and Rackspace International GmbH, for the purpose of storing and delivering Customer content (images and metadata) to its end-users using their global Content Delivery Network.

8. International transfer of data

International transfers of Customer Personal Data may only be performed if the requirements of Data Protection Law and regulations that regulate them, are met. If a party carries out an international transfer of data without the other party's consent, the latter shall be exempted from any liability that may arise as a result of or in connection with such transfer. As stated above, Catchoom may transfer Customer Personal Data outside the EEA to its subprocessors indicated in section 7 above, who have entered into contract with Catchoom with appropriate contractual safeguards.

9. Security breach of the Customer Personal Data

Insofar as there exists an instruction from a competent supervisory authority, a development of a national legislation or a delegated act, in the event of a security breach of the Customer Personal Data, the Data Controller and/or Data Processor shall notify the competent supervisory authority of such breach without undue delay, and if possible, no later than 72 hours after it happened.

10. Termination, resolution and expiration

In the event of termination, resolution or expiration of the contractual relationship for the provision of services hereunder between the Data Controller and the Data Processor, the latter shall not keep the Customer Personal Data unless otherwise legally required to do so. Otherwise, upon termination, resolution or expiration, or when no longer legally required to keep the data, the Data Processor shall destroy or return to the Data Controller all Customer Personal Data and any copies of it, as well as any support or other document containing any Customer Personal Data.

11. Governing law

This Agreement shall be governed by and construed in accordance with the laws of Spain and shall be subject to the exclusive jurisdiction of the Courts of Spain.