

TERMS AND CONDITIONS

End User Terms of Service

We like to keep it simple! Here are the main points of our Terms and Conditions:

You have received an account to our "**Bridge by Artive**" CMS according to your selection in the registering phase. There are 3 types of accounts: student/artist/business. Please note that registering for an account that does not match your position may result in us suspending your account and deleting the corresponding content:

1. **Student accounts** are for professors and students (individuals only, not for institutions) and are for educational and experimental purposes only.
2. **Artists accounts** are for creatives and artists (individuals only, not for companies) and limited to their own work. Additional artworks can be bought directly on the platform. The artworks can be used commercially for direct sale of your own artistic work or replicas thereof (prints, postcards, etc.) only if they are bought and marked as such. Commissioned works (as for museums, brands, municipalities, corporate, etc.) are considered business usage and are to be uploaded by these counterparts through their business accounts.
3. **Business accounts** are for cultural institutions, museums, galleries, agencies, brands, corporations, municipalities, state institutions, etc. These are paid accounts and all content created by and for these counterparts are to be uploaded through these accounts.
4. The use of our products and services are limited to the User and are not transferable; the **User will refrain from allowing access to third parties** (private or business) to their account, unless obtaining our written confirmation beforehand. **One user cannot have multiple accounts with different email addresses.**
5. **Artive retains the right to delete content that goes against Artive's art branding principles** – explicitly purely commercial content aimed at advertising campaigns without any artistic input – and block the respective user.
6. The User confirms that for all content uploaded he/she owns the intellectual property rights or has secured the **intellectual property** owner's written confirmation prior to uploading said content.
7. Only the User is responsible for the content uploaded and it should **not violate European/Austrian or any applicable law.**
8. The content deleted by the User will be **deleted latest after 7 days** from all our server instances.
9. **Artive will not be accountable** for any alterations of digital material or any errors that can occur by using the product.
10. The User is aware that the servers and services will be in constant development and **in some very few cases it can come to short interruptions.**
11. **Fair Use Policy:** Free accounts are limited at **2.000 views** per artwork and paid accounts are limited to **10.000 views** per artwork. Any artwork that exceeds this threshold is to be considered business usage and is to be uploaded in a paid business account.

In Detail:

These Terms of Service ("Terms") constitute a binding legal agreement between you, as the licensee and end user (referred to in these Terms by also the words "you", "your", "yours", and their derivatives), and Artive GmbH, the "Company", also referred to in these Terms by the words "we", "us", "our", "ours", and their derivatives. These Terms govern your right to obtain, access, and make use of Artive (defined below), including downloading our mobile application, providing any information, text, images, audio, video, and other content and data for purposes of setting up an account, or for use or display by or to yourself or other parties, and/or accessing, using, or displaying any content or information provided by or in Artive. By clicking "I agree", by downloading the Artive mobile application to your mobile device, and/or accessing the Artive bridge by Artive CMS, you agree to be bound by these Terms. If you do not agree to these Terms, do not download the mobile application or create an account on our Bridge by Artive CMS. If the application or account has already been downloaded/created, permanently remove and delete the mobile application from your mobile device, and do not access or attempt to access the Artive app or Bridge by Artive CMS (Content Management System).

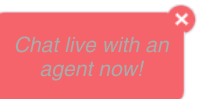
Description and Use

As used in these terms, "Artive" refers to our proprietary products, software, and services that, together, represent our technology service offering currently marketed under the name "Artive". Artive is a combination of two components:

(a) our mobile software application (the "app", the "application"), which an end user downloads to a compatible mobile electronic device, such as but not solely referring to a smartphone or tablet computer, (a "device"), containing proprietary algorithms and code so as to allow it to recognize and understand conceptually the identity of certain persons, places, or things with which the device comes into contact; and

(b) our Bridge by Artive CMS through which text, images, audio, video, and other content and data ("content") to be delivered to the device and image recognized by the App are managed.

We reserve our right to change all or any portion of the software, applications, functionalities, design, makeup, content, and delivery systems that are provided as part of or through Artive, and/or to update or revise the app, from time to time, is our sole discretion and may be implemented without prior notice to you; we reserve the right to temporarily or permanently cease providing or supporting the app, or cease providing any part of Artive, or any of the content contain



therein, to you or to end users generally, or to place limits on your access or on access generally, of Artivive or any of its features or functionalities, with or without notice.

Artivive may be used only for lawful purposes. You agree to adhere to all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of Artivive. In addition and without limitation, you agree that you will not do any of the following while using or accessing Artivive:

- attempt to gain access to or search any of our systems or facilities, or attempt to download content within Artivive, through the use of any search or download engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software, search agents, and interface(s) we provide and include for use;
- attempt to access, tamper with, or use non-public information, areas, servers, equipment, or facilities, even if they may be part of the infrastructure used to deliver or support Artivive and our end users;
- gather and use information, such as other users' usernames, login information, real names, email addresses, and the like, that may be available through Artivive, to transmit any unsolicited advertising, junk mail, spam or other form of solicitation;
- use Artivive for the benefit of any third party or in any manner not by these Terms;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate the Terms. You acknowledge that we have full right and authority, but no obligation, to monitor your access to or use of Artivive, for operation and maintenance, to ensure your compliance with these Terms, to comply with applicable law, rule, regulation, or administrative or judicial order, or for any other legitimate purpose. You agree to defend, indemnify, and hold us (including our affiliated companies, officers, directors, employees and agents, successors and assigns), wholly and completely harmless from and against any claims, liabilities, damages, losses, and expenses (including attorneys' fees), arising out of or in any way connected with your access to or use of Artivive or your violation of these Terms. You agree that we may place, or may authorize third parties to play advertising, marketing and promotional materials within Artivive, in connection with the delivery and/or display of content to end users or otherwise.

We expressly reserve the rights to use content generated, uploaded and/or sent by you for marketing, branding and communication reasons, be it by means of social media, website, stationary, etc. or any other means regarded by us as meaningful. We will not replicate content generated by you for direct commercial / selling purposes.

You expressly consent to the provision and collection of location-based services and information in connection with Artivive.

You should not access the app or access or use Artivive while driving, operating heavy machinery, or while engaging in any other hazardous activity. You assume all risk associated with your use of the Artivive app and Bridge by Artivive CMS, including, but not limited to, the risk of traffic accidents or injury if used while driving.

1. License:

You may not:

- copy, modify or distribute the app or CMS for any purpose;
- transfer, sublicense, lease, lend, rent or otherwise distribute the Artivive CMS or the app to any third party;
- decompile, reverse-engineer, disassemble, or create derivative works of the App or CMS;
- make any features or functionalities of the App or CMS of Artivive available to multiple users through any means; or
- use the Artivive CMS or the app in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms. We and/or our affiliates and licensors are exclusive owners of all right, title and interest, including all associated intellectual property rights, and we reserve any rights not explicitly granted in this Section.

2. Account Registration:

We may require you register and create an account ("Account") in order to make use of or access Artivive app and/or CMS. In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving products or services under the laws of any applicable jurisdiction. When creating an Account, you may be required to provide certain personal information about yourself and establish a username and a password. You agree to provide accurate, current and complete information about your Account. We may suspend or terminate your Account if any information provided during the registration process or thereafter proves to be incomplete, inaccurate, false or misleading. You are responsible for safeguarding your password that you use for your Account and for any activities or actions under your Account, whether or not you have authorized such activities or actions. We are not liable for any liability or damages due to a third party accessing your Account and/or obtaining access to any information provided by you in connection with your Account, or for any other loss or damage arising from your failure to comply with these requirements.

3. Privacy:

Any personal information that you provide us (including any provided by you in connection with setting up your Account) shall be governed by and subject to our Privacy Policy, which governs our collection and use of your personal information. Our Privacy Policy is incorporated into these Terms by reference and can be found at www.artivive.com. The Privacy Policy is subject to change by us without notice.

4. Content:



You shall not:

- (i) upload, post, email or otherwise transmit
- (a) any Content to which you do not have the lawful right to copy, transmit and display (including any Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the Content) or
- (b) any Content that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- (ii) publish falsehoods or misrepresentations that could damage us, our business, any of our affiliates, partners, end users, or any third party;
- (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or
- (iv) impersonate another person or entity. We do not endorse any Content, and we express no opinion, recommendation, or advice regarding the Content housed within our Artivive application or CMS.

We expressly disclaim any and all liability in connection with, and you agree to indemnify and hold us harmless from and against any claim, liability, obligation, damages, or fees (including reasonable attorneys' fees) resulting from any Content supplied by you. We have absolute discretion to determine whether your Content is appropriate for use in our Artivive app and/or dashboard and any user guidelines published by us. We may remove any Content and/or terminate your access for uploading objectionable Content, without prior notice and at our sole discretion. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing or otherwise making available Content or other materials that are believed to violate these Terms.

5. Intellectual Property Rights:

We may terminate your access to our Artivive CMS Bridge by Artivive and/or remove any Content if we have reason to believe your actions in using Artivive, including any Content uploaded by you, infringe the copyright, trademark, or other intellectual property rights of any third party.

If you believe that works in which you retain intellectual property rights have been copied, uploaded to, and made available by reason of Artivive in a way that constitutes infringement, please notify our Customer Service Department immediately, and provide the following information:

- (i) the name and signature of the person authorized to act on behalf of the owner of the copyright interest;
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) a description of what material you believe to infringe your rights and where that material is located within Artivive;
- (iv) your address, telephone number and email address;
- (v) a written 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;
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

6. Third Party Content:

Our Artivive app, website and CMS may display links to third party websites, resources, products, offerings and services not housed within Artivive and/or managed or controlled by us ("Third Party Content"). We assume no responsibility for Third Party Content, and you are solely responsible for and assume all risk arising from your use, access, or reliance of any Third Party Content.

Specifically and without limitation, we shall not be responsible or liable for:

- (i) the availability, accuracy, quality or reliability of such Third Party Content; or
- (ii) the information, products, or services available on or through such Third Party Content. Existence of any Third Party Content should not be interpreted as, and does not constitute, an endorsement by us of that Third Party Content, its publisher, or anything relating thereto.

7. Ownership:

You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Application or CMS Bridge by Artivive, or any Content not provided by you. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding Artivive, the Application, or Bridge by Artivive shall be our sole and exclusive property, and you hereby irrevocably assign to us all of your right, title and interest in and to all feedback.

8. Termination:

We may suspend, disable or terminate your access to our bridge and any of its features or functionalities, at our sole discretion and without prior notice to you, should you violate any of the terms hereof. We will not be liable to you or any third party for termination of your access or use. Suspension or termination will not affect any of your obligations under these Terms (including, without limitation, ownership, confidentiality, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

9. No Warranty:

Your access and use of the Artivive application and CMS is at your sole discretion and risk. We will not be responsible for any damage or harm to any computer or mobile device, loss of data or other harm that results from your use of the Artivive app or CMS. The Artivive app and CMS are provided "as available" and "as is". We do not warrant that any portion of our app and CMS will meet your needs or requirements, will be secure, will operate without interruption or will be error free. No advice or information, whether oral or written, obtained by you from us or any of our affiliates, agents, partners, employees, successors, or assigns, will create any warranty not expressly stated in these Terms.

10. Limitation of Liability:

In no event will we be liable for any special, indirect, incidental, punitive or consequential damages (including without limitation, lost profits, business interruption, and loss or inaccuracy or information) regardless of the form of action, even if the claim was reasonably foreseeable.

11. Confidentiality:

Except as expressly and unambiguously permitted hereunder, you agree to hold in confidence and not use or disclose any materials or information disclosed by us, our affiliates, or our licensors, that are confidential or proprietary or which may be reasonably regarded as the confidential information of the other party ("Confidential Information"). Confidential Information will also include the App, CMS and any new product information or the results of any benchmark or similar tests on conducted by you or divulged by you to us. You shall treat as confidential all Confidential Information with at least the same degree of care you use to prevent unauthorized disclosure or use of your own Confidential Information, but in no event less than reasonable care. Confidential Information will not include any materials or information that you can prove

- (i) is now, or later becomes, through no act or failure to act on your part, generally known or available to the public;
- (ii) is known by you at the time of disclosure as evidenced by written record, without obligation of confidentiality;
- (iii) is furnished to you by a third party, as a matter of right and without restriction on disclosure;
- (iv) is independently developed by you without any breach of these Terms;
- (v) is the subject of an express written permission to disclose provided by us; or
- (vi) is disclosed in response to a valid order of a court or other governmental body.

12. Apple Device Users:

The following shall apply to you if you download and/or use the App on an iPhone, iPad, iPod Touch, or other Device provided by Apple, Inc. ("Apple"), or if you downloaded the App from the Apple, Inc. App Store (the "App Store").

1. You shall at all times use the App in accordance with the Usage Rules set forth in the App Store Terms of Service.
2. Apple has no obligation to provide any support or maintenance with respect to the App. We shall be responsible for any such support.
3. Apple is not responsible for addressing any claims by you or any third party relating to the App, including but not limited (a) product liability claims, (b) any claims that the App fails to conform to an applicable legal or regulatory requirements, or (c) claims arising under consumer protection or similar legislation. Any such claims should be directed solely to us for response.
4. You acknowledge that this Agreement is between Artivive and you, and that Apple is not a party to the agreement created by these Terms. Apple and Apple's affiliates and subsidiaries, as the case may be, are third party beneficiaries of these Terms, and, upon your acceptance hereof, Apple may enforce these Terms against you in such capacity.
5. By downloading the Artivive app, you acknowledge that you are not located in a country that is subject to any U.S. Government embargo or designated as a terrorist supporting country and, further, you acknowledge that you are not listed on any U.S. Government list of prohibit or restricted parties.

General

The parties expressly agree that these Terms supersede all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all contemporaneous or future purchase orders. You shall not transfer or assign the agreement created by these Terms, the licenses granted hereunder, or any rights or obligations herein, by reason of operation of law, change of control, or otherwise, without our prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. These Terms will be governed and interpreted in accordance with the laws of Austria, without giving effect to principles of conflicts of law.


Salvatory Clause

If any part of these Terms is found void and unenforceable, it will not affect the validity of the balance of the Terms, which shall remain valid and enforceable according to its terms. The failure of a party to insist on the performance of an obligation hereunder shall not be deemed to be a waiver of such obligation or of any other obligation. The parties acknowledge and agree that your material breach of these Terms adversely affecting our proprietary rights would cause irreparable harm to us for which a remedy at law would be inadequate and that we shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law. Notices under these Terms and any comments, questions, or complaints regarding Artivive to us should be sent to:

Artivive GmbH
Grimmgasse 33/4
1150 Vienna
Austria



Made with ♥ in Vienna.

 (<https://artive.com>)

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Artive Korea

010.7392.0032

ABOUT ARTIVIVE

Artive is the platform where artists build the future of analog and digital art.

Our vision is to change how art is created and consumed and build the community around augmented reality art.

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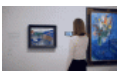
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