

Aniboom Virtual Studio Terms of Service

- BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content available through the Aniboom.com domain name, the "Aniboom Website", or "Website"), YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS (the "Aniboom Virtual Studio Terms of Service"). If you do not agree to any of these terms, please do not use the Aniboom Website.
- These Terms of Service define the terms and relationships between Aniboom Ltd. ("Aniboom", "We" or "the Company") and you, a registered creator ("Creator") or a registered client ("Client"), as well as the terms and relationships between Creators and Clients.
- The Terms listed here are an addition to the general Terms and Services for the Aniboom Website that can be found under <http://www.aniboom.com/TermsAndprivacy/>. In any case of conflict between such an agreement and these Terms of Service, these Aniboom Virtual Studio Terms of Service shall prevail.

Creator Terms

- You may apply as a Creator to the Aniboom Virtual Studio (AVS).
- During this application process, you will be asked to provide personal and professional information, including samples for your work and details on the skills you believe you have.
- The Aniboom team or any of its 3rd party contractors will help in reviewing your application. The Company may contact you for additional information. The data on your application, as well as any future work you would do within the Aniboom Virtual Studio will be used to assess your qualifications for future projects.
- You acknowledge that you have provided the Company with accurate and complete registration information on application to the Service ("the Application") and that it is Your responsibility to update the Company with any changes to that information (including your e-mail address) by updating your account, or by e-mailing the Company at: info@aniboom.com
- Some information on your profile will be accessible by visitors to the Aniboom website. This information includes the user name and professional experience, but does not include, in general, contact details. You will be able to view your profile as other may see it and to control certain aspects of this view.
- You will be able to delete your account through the website or by contacting Aniboom at info@aniboom.com
- From time to time, you may receive by e-mail an offer to apply for a Project or a Task posted by a Client registered to the Service. You may view or apply for any of these projects, but you are not obligated to do so.
- If you need additional information on the Project, you may contact the Client through the Project's Task Page. The Client may provide additional information that can help you decide whether you are interested to apply.

- Any information, assets, materials, including textual descriptions and names provided in the Task Pages or exposed to you while considering a Project are copyrighted and protected, and you should not use them for your personal or professional use other than to tender services to the Client owning the Project.
- By applying to a Project, you take a legally binding commitment to perform the task described within the deadline stated. This commitment would turn into a legally-binding contract in case the Client assigns you to the Project. Note that the Client is not obligated to choose you or any other Creator for his Project.
- You agree to transfer all rights in the work you do under this obligation to the Client of this Project upon final payment. In case there is any intellectual property contents within your work that cannot be assigned to the Client (which should be agreed upon with the Client in advance), you shall grant the Client a non-exclusive, perpetual, royalty free, sub licensable right to use the same.
- Once the Client approves your delivery, Aniboom will release the fee to you through the payment method that you have supplied in your registration. This transfer of funds will take place within five business days of approval.
- Aniboom is never involved in the actual transaction between the Client and the Creator, and has no control over the responsiveness of the Client or the reasonability of his requests. Aniboom is not a side to the deal beyond its facilitation of the connection between the Client and the Creator. We encourage you to seek professional advice as appropriate and perform whatever additional due diligence you see appropriate regarding the evaluation of the information or individuals you choose to work with. There will be no remedy made by Aniboom to the Creator, as the Creator is not being charged for the Service.
- Note that Aniboom is holding the agreed-upon Creator Fee in deposit throughout the project, and will release it to the Creator upon approval from the Client, or upon a mutual agreement or conclusion made by an independent mediator as would be communicated to Aniboom by the parties.

Client Terms

- You may register as a Client to the Aniboom Virtual Studio (AVS).
- During this registration process, you will be asked to provide personal and professional information, including company information if applicable.
- The Aniboom team or any of its 3rd party contractors will review your registration information and may also perform actions to deem this information accurate. Once your registration is approved, you may post Projects to the Service. You are not obligated to create such Projects or to post them.
- You will be able to delete your account through the website or by contacting Aniboom at info@aniboom.com. Any remaining deposits that you have made to Aniboom that were not committed to a Project will be refunded to you within ten business days. Some cancelation fees on Projects you have posted may apply.
- Any material you post on a Project, including textual information and creative assets, may be available to any Creator registered to the AVS. Please do not post material that you do not wish to expose to the AVS Creators.

- Note that if you wish for the assigned Creator to be bound by an additional non-disclosure agreement, you may ask the assigned Creator to sign such agreement that you provide. If you wish to do so, we recommend that you upload this agreement as part of the material included in the Project description. The assigned Creator will be able to upload the executed agreement to the Project's Task Page. Any material you post after you have assigned a Creator will be available only to the assigned Creator. However, Aniboom is not a side to such agreement, and although Aniboom will retain and make available to both Client and Creator the material uploaded, it will not be obligated to review any such agreements for legal coherency or integrity. In any case of a conflict between such an agreement and these Terms of Service, these Terms of Service shall prevail
- In order to assign your project to a Creator, you will need to deposit the Creator fee plus the Aniboom fee with Aniboom as is detailed to you when you post the project. This transaction will take place through PayPal.
- By assigning your Project to a Creator, you confirm that you have entered a legally binding contract with the Creator. You will be able to communicate with the Creator through your Project's Task Page.
- When the project is completed to your satisfaction and you have received the deliverable material, you will need to approve the project through the project's Task Page. This approval formally confirms that you do not have additional expectations of work or delivery from the Creator. Aniboom will then transfer the Creator Fee that it has in deposit to the Creator.
- If you and the Creator agree on changes in scope of the project, you should update the Project Description and the fee accordingly. You will then need to deposit additional funds with Aniboom as is dictated by the new agreed fee. You may not agree on an addition to the fee without updating Aniboom on such change or without depositing the additional fee.
- If you do not assign a Creator to your project, you may request a refund on your payment by contacting productions@aniboom.com. Aniboom will issue a refund of the full fee that you have deposited (including the Aniboom fee) minus \$10 cancelation fee within ten business days.
- The Aniboom fee constitutes the higher of: a) 15% of the Creator Fee or b) \$10. Prior to assigning a Creator to your Project, the entire fee is refundable other than a \$10 cancelation fee. Once you have assigned a Creator to your project, the Aniboom fee becomes non-refundable. You may, if agreed with and confirmed by the Creator, reduce the fee paid to the Creator by notifying Aniboom at productions@aniboom.com, and the remainder of the Creator Fee (but not any of the Aniboom Fee) will be refunded to you.
- Both Client and Creator may request to withdraw from the Project. Any willful agreement will be accepted by Aniboom, subject to the fee reduction procedure described above.
- Aniboom is never involved in the actual transaction between the Client and the Creator, and has no control over the quality of work or the delivery schedules. Aniboom is not a side to the deal beyond its facilitation of the connection between

the Client and the Creator. We encourage you to seek professional advice as appropriate and perform whatever additional due diligence you see appropriate regarding the evaluation of the information or individuals you choose to work with.

- Notwithstanding the above, you agree that your exclusive remedy shall be limited to a refund of the fee you have deposited in respect to the Project involved.

General Terms

- The Service is a means of introducing Clients to Creators and in return, the Company receives the Aniboom Fees. You agree that will not either directly or indirectly circumvent the payment of the Aniboom Fees by dealing outside the Website for a period of 12 months from the date of this Agreement. If you do circumvent the Website then you agree to pay the Company the Aniboom Fees as if the transaction had been made through the Website as well as its reasonable costs (including legal fees) in dealing with the same. You also agree to promptly inform the Company in the event of a Creator or Client, as appropriate, approaches you in order to circumvent the use of the Website as contemplated under this clause, breach of which shall entitle the Company to immediately terminate this Agreement.
- Neither Aniboom, nor the Client or the Creator shall be liable in any case whether or not in contract, for any indirect, consequential or special loss or damage whatsoever; any loss of profit, loss of anticipated savings, loss of business, loss of goodwill, loss of data or other such financial or business loss or damage; or any other loss or damage in an amount exceeding the total Fee deposited by You for the applicable Project.
- In case of a dispute between the Client and the Creator, the Company shall use all reasonable endeavors to resolve such dispute. However, if that intervention fails, the Company shall ask the disputing parties to refer it to an independent mediator, the identity of whom shall be agreed between the parties.
- This Agreement and your access to the Service may be terminated by the Company by written notice at any time for and for any reason on 30 days notice, or, if (in the sole and reasonable opinion of the Company) you are in material breach of this Agreement may be suspended immediately. If such breach is not remedied within the period of 7 days after written notice of the breach has been given to you, the Agreement may be terminated indefinitely.
- The Company may transfer and/or assign its rights and/or obligations under this Agreement - as long as this will not affect your rights under this Agreement.
- No failure or delay on the part of the Company relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any proceeding or succeeding breach by the other party to this Agreement.
- If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforcement of the remainder of this Agreement.

- The Company shall be under no liability to you in respect of anything, which notwithstanding this provision may constitute a breach of this Agreement, arising by reason of force majeure which includes third party telecommunications failures.
- This Agreement contains the full and complete understanding between the parties and supersedes and replaces all prior arrangements, terms, representations and understandings whether written or oral relating to the subject matter of this Agreement.
- In the event of any inconsistency between the terms of this Agreement, the Website, and/or the Services the terms of this Agreement shall prevail.
- The relationship between the Client and the Creator is that of independent contractors and nothing in this Agreement shall create a partnership, joint venture, agency or employer/employee relationship between them or between the Company and them.
- This policy may be updated from time to time by Aniboom, and the updated policy will be published on the Website. Any update to the policy will be of immediate effect without any obligation of notification beyond its publication on the Website.
- Contacting Aniboom: you may contact Aniboom in issues that relate to Projects and Clients at productions@aniboom.com, and in issues that relate to registration, website functionality, and account details at info@aniboom.com. We will try our best to respond within 1-2 business days.
- This Agreement, and any disputes arising out of it, shall be governed by and construed in accordance with the laws of Israel and be subject to the exclusive jurisdiction of the Tel-Aviv, Israel courts.