

Riverside

Terms and Conditions

Last Updated: February 26, 2022

IMPORTANT - READ CAREFULLY THE FOLLOWING AGREEMENT BEFORE USING THE SERVICE (AS DEFINED BELOW). By selecting the "I Agree" button below, or by using the service, you (defined in this Agreement as the "**CUSTOMER**") agree to be legally bound by this AGREEMENT. If you do not agree to be bound by the terms of this agreement, then do not click "i agree" or use the service. Furthermore, you hereby waive any rights or requirements under any law or regulation in any jurisdiction which requires an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law. If you are entering into this Agreement on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the term "You" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with this Agreement, you must not accept this Agreement or use the Platform.

The following terms and conditions (the "**Agreement**") stipulate the terms and conditions of your access and use of the online platform provided by Riverside.fm ("**Riverside**"), for recording your remote interview's audio and video locally for podcasts and other uses ("**Platform**"). The Platform is provided solely for your own use. Your use of the Platform is expressly conditioned on your compliance and consent with this Agreement. By accessing or using the Platform, you are indicating that you agree to be bound by this Agreement. Riverside reserves the right to modify or discontinue the Platform or any feature or functionality thereof at any time without notice.

1. **Platform.**

1.1 **License.** Subject to the terms of this Agreement, Riverside shall provide Customer a limited, non-exclusive, revocable, non-sublicensable, non-transferable right to access and use the Platform. The Platform is intended for business use. Riverside is not intended for use by individuals under the age of 16. Customer's license to use the Platform is limited to such number of hours of recording as stated in the applicable package purchased by Customer (the "**Package**"). Any use of the Platform other than as permitted

by this Agreement or the applicable Package is strictly prohibited and will automatically terminate Customer's rights under this Agreement. All rights and licenses not expressly granted by this Agreement are reserved by Riverside.

1.2 Account. To access and use the Platform, Customer shall be required to register for an account. When Customer creates an account, Customer confirms that he is 16 years or older, and that the information Customer provides is accurate, complete, and current at all times. Inaccurate or incomplete information may result in the immediate termination of Customer's account on the Platform. Customer is responsible for maintaining the confidentiality of its account and password. Customer agrees to accept responsibility for any and all activities or actions that occur under its account. Customer shall notify Riverside immediately upon becoming aware of any breach of security or unauthorized use of Customer's account. Customer may not use as a username the name of another person or entity or that is not lawfully available for use without appropriate authorization. Customer may not use as a username any name that is offensive, vulgar or obscene. Customer is responsible for the activities of all users who access or use the Platform through its account and Customer shall ensure that any such user will comply with the terms of this Agreement and any Riverside policies.

1.3 Platform Interruptions. Customer's access and use of the Platform may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Platform or other actions that Riverside, in its sole discretion, may elect to take.

1.4 Third Party Features. The Platform may contain services, features and functionalities linking Customer to, or providing Customer with, certain functionality and access to third party services and content (including without limitation, YouTube), including using service providers for cloud infrastructure and hosting services. Customer acknowledges that Riverside is not responsible for such third party services (and the each respective third party service shall be governed by its applicable terms and conditions, including the YouTube Terms of Services available at <https://www.youtube.com/t/terms>). If Customer shall have any problems resulting from use of any third party services, or if Customer suffers data loss or other losses as a result of problems with any other service providers or any third-party services, Riverside will not be responsible unless the problem was the direct result of its actions.

2. Intellectual Property Rights; Privacy

2.1 **Riverside Technology.** All intellectual property rights in the Platform and any part thereof and any and all derivatives, modifications, enhancements, changes and improvements thereof (the "Riverside Technology") lie exclusively with Riverside. No title to or ownership of any proprietary rights related to the Riverside Technology is transferred to Customer. All rights not explicitly granted to Customer are reserved by Riverside.

2.2 **Riverside Trademarks.** All trademarks and all other marks, trade names, service marks, illustrations, images, or logos appearing in connection with the Platform are and shall remain, the exclusive property of Riverside and are subject to the protection granted by applicable laws.

2.3 **Restrictions.** Customer shall not (i) attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Riverside Technology, or derive or attempt to create or derive, by reverse engineering or otherwise, the source code from any object code supplied hereunder, nor shall it permit any third party to do so; (ii) resell, lease, sublicense or distribute the Riverside Technology to any person; (iii) represent that it possess any proprietary interest in the Riverside Technology; (iv) use the name, trademarks, trade-names, and logos of Riverside; (v) sub-license its right to access and use the Platform or otherwise provide remote access to the Platform to any third party; and (vi) permit any unauthorized person to access or use the Platform. Furthermore, Customer shall not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Platform or any portion thereof.

2.4 **Copyright Policy.** Riverside respects the intellectual property rights of others. It is Riverside's policy to respond expeditiously to any claim that Content posted on the Platform infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity, and in appropriate circumstances and at Riverside's discretion, to disable or terminate the accounts of users who repeatedly infringe the copyrights of others. If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright Infringement, please submit your claim via email to info@riverside.fm with the subject line: "*Copyright Infringement*" and include in your claim a detailed description of the alleged Infringement.

2.5 **Privacy.** Exercise of the rights and licenses granted hereunder shall be subject to Riverside's Privacy Policy, currently available at <https://riverside.fm/privacy-policy>, which is incorporated by reference herein. Customer shall comply with the privacy policy terms and any applicable privacy laws.

3. Content

3.1 **License to Riverside.** Customer hereby grants Riverside a limited, non-exclusive license to use, copy, publicly perform and display and reproduce any materials used or uploaded by Customer when using the Platform (the "Content") solely to the extent required for Customer's use the Platform and related services. Customer acknowledges and agrees that Riverside will not be liable for any Content and any use thereof, including, without limitation, for any errors or omissions, or for any infringement of third party's rights, loss or damage of any kind incurred as a result of the use or display of any Content. The Content is and shall remain Customer's property and shall be used at Customer's sole and absolute responsibility. The Platform is not intended to be used as storage, backup or archiving services. It is the Customer's responsibility to back up the Content and the Customer is responsible for any lost or unrecoverable Content. Riverside does not screen Content and is not responsible for any use of the Content.

3.2 **Warranties and Covenants.** Customer hereby warrants, represents and covenants that: (i) the copying, uploading and use of the Content does not infringe upon any third party's rights, including intellectual property rights, publicity rights and privacy rights; (ii) it has fully complied with any third-party licenses, permits and authorizations required in connection with the Content; (iii) the Content does not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; (iv) the Content is not obscene, libelous, offensive, vulgar, pornographic, profane, or otherwise inappropriate as determined by Riverside at its sole discretion; and (v) the Content is not illegal or encourage illegal activity. Riverside may review and delete or prevent the delivery of any Content that, in its sole judgment, violates this Agreement or any applicable law or regulation, or is otherwise objectionable.

3.3 **Content on Third Party Websites.** Customer shall not, nor shall Customer allow, assist, authorize or encourage any third party to use the Platform on any website or other form of media that is unsuitable. Unsuitable sites include sites that include content that is

in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, including by way of example: (i) promote or contain sexually explicit materials, violence or violent materials, libelous or defamatory materials; (ii) contain speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or promote discrimination; (iii) promote or undertake illegal gambling, sale of firearms, hacking or cracking or any illegal activity; (iv) contain graphic violence; or (v) infringe intellectual property rights of third parties or contain any spyware, adware or other unwanted threats. It is Customer's duty to ensure at all times that each website is suitable. Riverside may terminate this Agreement at any time if Riverside determines, in its sole discretion, that any website is unsuitable.

4. Fees; Payment Terms

4.1 Fees. In consideration for the Platform, Customer shall pay Riverside a subscription fee according to Riverside's then current price list published on its website (the "Fees") and Customer authorizes Riverside to charge Customer using the selected payment method. All payments shall be due and payable in advance. Customer's subscription will automatically renew for the same subscription period at the end of the then current subscription period. To cancel such automatic renewal Customer must unsubscribe at least 30 days prior to the end of the applicable subscription period, or as otherwise stated in the online description of the Platform. Riverside may suspend or discontinue Customer's access to the Platform in case of Customer's failure to pay the Fees on the date due. All payments under this Agreement are non-refundable.

4.2 Tax. All amounts payable to Riverside are exclusive of all taxes, levies or similar governmental charges, however designated, except for taxes based on the net income of Riverside. If under applicable law taxes are required to be withheld, Customer shall pay Riverside an amount such that the net amount after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement.

4.3 Free Trial. Riverside may, at its sole discretion, offer a subscription to the Platform with a free trial ("Free Trial"). Some features or functions of the Platform may not be available to Customers during the Free Trial period. The Customer can export footage recorded during the Free Trial free of cost provided that such footage does not exceed 30 minutes. If the recording exceeds 30 minutes and Customer wishes to export the footage, Customer shall be required to purchase the Platform in order to export the

footage successfully. Subject to applicable law, at any time and without notice, Riverside reserves the right to (i) modify the terms of the Free Trial, or (ii) cancel the Free Trial.

5 **Warranties.** Each party represents and warrants that (i) this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with the terms of this Agreement, and (ii) its execution and delivery of this Agreement and its performance hereunder will not violate any applicable law, rule or regulation.

6 **Disclaimer of Warranties.** RIVERSIDE PROVIDES THE USAGE OF THE SERVICE TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE OR ACCURACY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, RIVERSIDE DOES NOT WARRANT THAT THE SERVICE OR ANY SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.

Riverside is not responsible for performance issues caused by low-performance of Customers' computers, microphones or cameras and low-bandwidth Internet connections. If Riverside identifies slow performance due to its system, Riverside shall use commercially reasonable efforts to restore the Platform to acceptable performance levels. Customer's sole remedy for any disruption or failure to provide support shall be termination of this Agreement.

7 **Indemnification.** Customer shall defend, indemnify and hold harmless Riverside and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising out of or in any way connected with (i) Customer's violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (ii) Customer's violation of any third party right, including without limitation any intellectual property right, publicity rights, confidentiality, or privacy rights; or (iii) any claim asserted against Riverside in connection with the Content displayed by Customer through the Platform.

8 **Limitation of Liability.** RIVERSIDE'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR SUCH SERVICE during the 12 months preceding the event giving rise to the claim. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL RIVERSIDE BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT RIVERSIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9 **Term; Termination.** This Agreement will remain in effect until Customer's subscription to the Platform expires or terminates, or until this Agreement is terminated. Customer may stop using the Platform at anytime and delete its account. Riverside may suspend or terminate Customer's access to the Platform immediately if Customer does not comply with the terms of this Agreement. Upon termination of the Agreement, the Customer's account will be terminated, and from the date of termination Customer will no longer be able to access its account. Sections 2, 6, 7, 8, and 10 shall survive any expiration or termination of this Agreement.

10 **Miscellaneous.** This Agreement sets forth the entire understanding between the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous written agreements and discussions concerning the subject matter of this Agreement. Riverside may change the terms of this Agreement from time to time, and such change will become effective upon the date on which it is posted on the Riverside website. By continuing to access or use the Platform, Customer agrees to be bound by the revised Agreement. The failure of either party to enforce at any time the provisions of this Agreement shall not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision. This Agreement is governed by and construed in accordance with the laws of the State of Israel, without regard to the principles of conflict of laws. Any and all disputes and controversies arising out of or in connection with the Agreement shall be brought exclusively before the competent courts of the Tel Aviv District, Israel. If any provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such clause shall be interpreted as necessary to give maximum force to the provisions thereof, and

the validity and enforceability of the remainder of this Agreement shall not be affected. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by facsimile transmission during normal business hours of the recipient; or on the third business day following posting, if posted by international air mail. Customer may not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be void.