

Video Bakery Application

Terms of Use

1. Introduction

- 1.1. This application is owned and operated by Video Bakery Ltd. (“we”, “our”, or “us”).
- 1.2. Please read carefully the following terms of use (the "Terms") because they constitute a binding agreement between you, the individual or entity accessing or using the application, and us.
- 1.3. By downloading or accessing the application or by using it in any other manner, you signify your acceptance of the Terms. If you do not agree to the Terms, you may not access or use the application in any manner.
- 1.4. We respect your privacy. Please read our Privacy Policy here: <https://videobakery.co/pp.pdf>. Please note that the application does not target, nor is it intended to attract, individuals under the age of 18. Accordingly, the application does not solicit personal information from individuals under the age of 18, nor does it send them requests for the collection of personal information.
- 1.5. The application is available at ‘App Store’. However, Apple is not responsible for the use of the application, and the Terms are between you and us. Accordingly, you agree that you will not have any claim against Apple in relation to your use of the application.
- 1.6. You acknowledge that when you download the application from the App Store, additional terms and conditions may apply to your use of the application, as specified by Apple.

2. About Us

- 2.1. **Company Overview.** We develop AI-powered applications designed to enhance creative and productive content creation. Our diverse portfolio includes tools for video editing, music generation, image processing, 3D animation, and more. Committed to innovation, we leverage cutting-edge technologies to provide users with seamless and efficient solutions for producing high-quality content.
- 2.2. **Our Applications.** We currently offer, but are not limited to, the following applications, all of which are subject to the Terms:
 - 2.2.1. **AI Chat: GPT Chatbot.** An AI-powered virtual assistant that assists with drafting emails, writing code, answering queries, and generating various types of content (including photos, music, and videos).
 - 2.2.2. **AI Video Generator.** The application enables users to create personalized videos from photos or text.
 - 2.2.3. **AI Music Generator.** AI-powered music creation tool that allows users to generate music based on selected parameters. *Note: Copyright and ownership terms apply based on the selected plan.*
 - 2.2.4. **Cartoon Yourself AI.** The application transforms user photos into cartoon-style images.

- 2.2.5. **Boomerang - Video Maker.** The application creates short videos for social media use.
- 2.2.6. **Color by Number AI.** A digital coloring app where users fill in images based on number patterns.
- 2.2.7. **Hair Cut AI.** The application allows users to visualize different hairstyles and colors using AI.
- 2.2.8. **AI Video.** The application assists users in creating avatar-based videos using AI-generated models.
- 2.2.9. **Avatar Maker & AI Art.** The application generates avatars and digital artwork with AI customization options.
- 2.2.10. **AI Photo Generator & Maker AI.** The application offers AI-powered photo generation, style transfers, and enhancements.
- 2.2.11. **Slow Motion Video Editor.** The application adjusts playback speed to create slow-motion effects.
- 2.2.12. **3D Photo Editor.** The application converts static photos into dynamic 3D animations.
- 2.2.13. **Reel Maker.** A video editing tool for creating engaging social media reels with licensed music and a third-party music API (Deezer). Note that music from third-party sources may be subject to personal-use restrictions.
- 2.2.14. **Add Music to Videos.** The application allows users to enhance videos with background music. Note that music from third-party sources may be subject to personal-use restrictions.
- 2.3. **Commercial Use Restrictions.** Sections 4.1, 5.3 and 7.2 prohibit customers from using the applications for commercial purposes without our prior permission, as outlined in the Terms. We hereby specifically agree to grant paid customers (i.e., those who have purchased a subscription or paid for services as detailed in Section 3) license or the right to use (as applicable) content generated through applications for commercial purposes, to the extent permitted by law and agreement, as further detailed in Section 2.3.2 below.
 - 2.3.1. **Free Plan.** By using the free plan, you acknowledge and agree that we retain full ownership of any content you create through our application. You are granted a limited, non-exclusive, non-transferable license or right to use (as applicable) to use the content solely for non-commercial purposes, as further detailed in Sections 4, 5 and 7. Any commercial use of the music created under the free plan is strictly prohibited.
 - 2.3.2. **Paid Plan.** By subscribing to a paid plan, you are granted an exclusive, worldwide, royalty-free, and transferable commercial use license or right to use (as applicable), permitting you to monetize and use the content for any commercial purpose, subject to all other applicable terms outlined in the Terms and to the extent permitted by law and agreement.
 - 2.3.3. **Copyright Notice.** Please note that the material created through our application, whether under the free or paid plan, may not be eligible for copyright protection,

depending on various legal factors, and it is your responsibility to ensure any necessary copyright protections are sought independently.

- 2.4. **Updates and Additional Features.** From time to time, we may modify or enhance our applications and introduce additional features. Such additional features may be governed by separate or supplementary terms, which we will provide as applicable.

3. Fees

- 3.1. The services may be subject to periodic fee, as detailed on our pricing page, which we may update from time to time at our sole discretion. You are also responsible for all applicable taxes and costs related to the services. Payment details are processed through Apple and are subject to the App Store's terms and conditions, including, without limitation, Apple's refund and chargeback policies.
- 3.2. For clarity, we do not have access to your payment details and do not offer refunds or chargebacks. To prevent service interruptions, subscriptions automatically renew, and we will charge the applicable fees at the end of each payment period. Unless otherwise notified, renewal will occur at the same price (excluding discounts and coupons) as your original subscription, subject to applicable taxes.
- 3.3. You may cancel your subscription at any time, and it will remain active until the end of the current payment period. If we are unable to process payment for any reason, we may suspend or cancel your account at our sole discretion.

4. Grant of Right

- 4.1. Subject to the Terms, and unless we specifically agreed otherwise under the Terms, we grant you a worldwide, limited, non-exclusive, revocable, non-transferable right to use the application for your personal purposes only.
- 4.2. You may use the application's features that we make available for their intended purpose only. Except as explicitly provided in the Terms, you may not use the application for any other purpose.
- 4.3. You agree not to rely on the Application for data back-up purposes, since the Application is not intended to serve as a data storage or archive center. You are entirely responsible and liable for maintaining and backing-up all of your content.

5. Acceptable Use

- 5.1. You may not access or use the application -
- for or in connection with any activity which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, foreign law or industry standard, including, without limitation, any applicable laws and regulations governing intellectual property, privacy, defamation, fraud, mass email, spam, harassment, obscenity, hate-speech, export control, consumer protection, unfair competition and false advertising, or any other deceptive practices.
 - to upload, post, email, transmit, record, provide a recording, or otherwise make available any information and materials that infringe a third party's right, especially privacy, publicity and intellectual property rights; software viruses, trojan horses, worms, and any other malicious application to computers and

networks.

- to develop or create a similar or competitive product or service to the application.
- 5.2. From time to time, we may publish additional application usage guidelines. You hereby undertake to abide by these guidelines. You further undertake to comply with all applicable laws and regulations in relation to your use of the application and its services.
- 5.3. You may not use the application for any commercial or business purpose that is not expressly permitted by the Terms, including, but not limited to, providing the application to third-parties by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning, mirroring, redistributing or displaying the application, or any part thereof, without our prior written and explicit permission.
- 5.4. Without limiting the aforesaid, you may not-
- modify any material or content we make available on the application, except as expressly permitted under the Terms.
 - engage in, or attempt to engage in, any form of testing, scanning, crawling, scraping, probing, robotic navigating, bulk extracting, or hacking of the application, nor may you exploit the application's code or network requests, or consume the API in any unauthorized or unlawful manner..
 - interfere with, burden or disrupt the functionality of the application.
 - circumvent, impair or manipulate the operation of the application.
 - work around or circumvent any technical limitations in the application or use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the application.
 - embed, frame or otherwise link directly to the application, from any other web-page, application or other resource, without our prior written permission.
 - engage in any false, misleading or deceptive acts or practices involving the application or your identity, agency or affiliation with any person or entity.
 - breach the security of the application, or any network or server used by the application.
- 5.5. Please note that we may, at any time and at our sole discretion, delete any material from our servers, in whole or in part.
- 5.6. We respect the rights of our users and any other person. Hence, if you believe that your rights are abused on the application, please contact us through our contact page at: <https://videobakery.co/dmca.pdf>.
- 5.7. We may ask you to provide us with additional information that we need in order to process your complaint. We will make reasonable efforts to review your complaint and respond promptly. Please note that we will not respond to anonymous complaints.
- 5.8. Without limiting our rights under the Terms and applicable law, should we become aware that you have violated this provision, we will be entitled to remove the violating content, terminate your subscription, and notify Apple and relevant authorities.

6. Correction of Errors

- 6.1. We make efforts to ensure the reliability and availability of the applications.
- 6.2. However, errors, mistakes, and malfunctions may occur from time to time. Please help us to maintain a high level of service by contacting us via email: legal@videobakery.co and report about these errors, mistakes, or malfunctions.
- 6.3. For clarity, and without limitation to our rights under the Terms, while we continuously strive to improve the performance and accuracy of our AI models, you acknowledge that outputs generated by the AI may contain errors, artifacts, or other unintended results. Such outputs may be inaccurate, incomplete, misleading, or otherwise problematic. We make no representations or warranties as to the accuracy, reliability, or suitability of any output for any particular purpose, and we disclaim all liability arising from your use or reliance on such outputs.

7. Intellectual Property

General

- 7.1. All rights, titles, and interests in and to the application and its services are owned by us or licensed to us. Unless as expressly provided under the Terms, we do not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names, or any other rights, functions, or licenses with respect to the application and its services.
- 7.2. Unless as expressly permitted in the Terms, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use (unless specifically stated otherwise under the Terms, i.e., Section 2.3), process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the application or any part thereof, either by yourself or by a third party on your behalf, in any way or by any means, including, but not limited to, electronic, mechanical or optical means, without our prior express written authorization.
- 7.3. We do not claim ownership over your information. However, you hereby grant us a license and permission, which survive any termination of the Terms, to use and process any information you share with us through our application and its services for the purposes under the Terms.

Your Data

- 7.4. You represent and warrant that you own all photos, lyrics, and videos you share with the application (“Your Data”). You must ensure that your use of Your Data complies with all applicable laws and regulations, including third-party intellectual property rights, and promptly notify us of any related claims or demands. We assume no responsibility for any claims or demands related to your activities with the application or services.
- 7.5. We do not claim ownership of Your Data. However, by sharing Your Data with the application, you represent and warrant that you are not violating any third-party rights and that we may use Your Data for the following purposes: (i) addressing your requests; (ii) improving the application and services; (iii) complying with applicable laws; and (iv) legal defense.

- 7.6. You grant us an assignable, non-exclusive, worldwide, royalty-free, fully paid, sublicensable (through multiple tiers), irrevocable, and perpetual license, in all media formats and platforms, to access, distribute, process, reproduce, publicly perform, publicly display, create derivative works of, and otherwise use Your Data to: (1) fulfill the Terms; (2) provide the services; (3) improve the services; and (4) promote the application and services (collectively, “Your Account Content License”).
- 7.7. Your Account Content License survives the termination of the Terms. You represent and warrant that you have obtained all necessary licenses, permissions, consents, and approvals to grant this license. You also irrevocably waive all moral rights in Your Data against us and our affiliates, including rights of attribution, integrity, objection to modifications, and similar rights under applicable laws.
- 7.8. All information and materials available on the application and services, excluding Your Data (such as your lyrics, songs, etc.), are our sole property or licensed to us by third parties. Subject to the Terms, we grant you a limited, revocable license to use songs, audio, images, and text offered on the application solely to combine with Your Data for private or commercial use and to receive the services. Except for this limited license, no other rights or licenses are granted concerning the application or services, and we reserve all rights not expressly granted.
- 7.9. If you believe that we have violated your rights, including intellectual property rights, or those of any third party concerning the services or related content, please contact us at legal@videobakery.co. We will make reasonable efforts to address your concerns as soon as possible.
- 8. Changes and Availability.** We may, from time to time, change the application’s structures, layouts, designs or displays, as well as the scope and availability of the information and content therein, without giving any prior notice. Changes in these characters, by their very nature, are likely to result in glitches or cause inconvenience. We will not be held responsible for any outcome of these changes and failures resulting from them.
- 9. Termination of Application’s Operation.** We may, at any time and at our sole discretion, discontinue, temporarily or permanently, the operation of the application, or any part thereof, without prior notice. As such, and to the maximum extent permitted by applicable law, we may block, remove, or delete any content from the application without maintaining any backup copy.
- 10. Changes to Terms.** From time to time, we may change the Terms to meet technical, operational, and legal changes. We will post a notice about material changes made to the Terms on the application. By continuing to use the application after the new changes have taken effect, you indicate your agreement to such changes.
- 11. DISCLAIMER OF WARRANTY**
- 11.1. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION AND ITS SERVICES ARE PROVIDED FOR USE "AS IS", WITHOUT ANY WARRANTIES OF ACCURACY, RELIABILITY, LIKELY-RESULT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, OR BEING UP-TO-DATE. ANY USAGE OF THE APPLICATION IS AT YOUR SOLE AND EXCLUSIVE RISK.
- 11.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE APPLICATION, THE ACCURACY, RELIABILITY, ADEQUACY, OR COMPLETENESS OF THE APPLICATION, OR

ANY OTHER MATERIAL PROVIDED BY ANY LINK TO ANOTHER APPLICATION OR SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

11.3. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE APPLICATION WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THE TERMS, WILL BE DEEMED TO BE A WARRANTY BY US FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF US WHATSOEVER.

11.4. WE WILL MAKE EFFORTS TO RUN THE APPLICATION EFFICIENTLY AND ACCESSIBLE AT ALL TIMES. HOWEVER, THE APPLICATION'S OPERATION IS DEPENDENT UPON VARIOUS FACTORS SUCH AS SOFTWARE, HARDWARE, AND COMMUNICATION NETWORKS. BY THEIR NATURE, THESE FACTORS ARE NOT FAULT FREE. WE DO NOT WARRANT THAT THE APPLICATION WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR THAT THE APPLICATION WILL ALWAYS BE AVAILABLE, FREE FROM ALL HARMFUL COMPONENTS, OR THAT AT ALL TIMES THE APPLICATION WILL BE COMPLETELY SAFE, AND SECURED FROM UNAUTHORIZED ACCESS TO OUR COMPUTERS, IMMUNE FROM DAMAGES, FREE OF MALFUNCTIONS, BUGS OR FAILURES, INCLUDING BUT NOT LIMITED TO, HARDWARE FAILURES, SOFTWARE FAILURES AND SOFTWARE COMMUNICATION FAILURES, ORIGINATING EITHER IN US OR ANY OTHER SERVICE PROVIDER. SUCH INCIDENTS WILL NOT BE CONSIDERED AS A BREACH OF THE TERMS.

12. LIMITATION OF LIABILITY

12.1. WE, AND OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, OR ANYONE ACTING ON OUR BEHALF WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON WITH RESPECT TO THE APPLICATION'S PROPERTIES, ABILITIES, LIMITATIONS, FITNESS TO YOUR NEEDS, OR WITH RESPECT TO ANY CONTENT AVAILABLE ON OR UNAVAILABLE THROUGH THE APPLICATION AND ITS SERVICES.

12.2. WE, AND OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, OR ANYONE ACTING ON OUR BEHALF, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE APPLICATION, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE APPLICATION, OR FROM ANY FAULT OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON OUR BEHALF, OR FROM YOUR OWN RELIANCE ON THE CONTENT OR ON MATERIAL ORIGINATING FROM THIRD-PARTIES, OR FROM ANY COMMUNICATION WITH US OR WITH OTHER USERS IN CONNECTION WITH THE APPLICATION – WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS.

13. INDEMNIFICATION. YOU WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS US, OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, OR ANYONE ACTING

ON OUR BEHALF WITH RESPECT OF ANY CLAIM, DEMAND, DAMAGE, LOSS (INCLUDING LOSS OF PROFIT), PAYMENT, OR EXPENSE, INCLUDING LEGAL EXPENSES AND ATTORNEY FEES THAT WE INCUR IN CONNECTION WITH YOUR BREACH OF THE TERMS OR AN UNLAWFUL OR TORTUOUS ACTION OR INACTION BY YOU WITH RESPECT TO OUR APPLICATION AND ITS SERVICES.

14. Governing Law and Jurisdiction

14.1. The Terms, our application and its services, and any claim, cause of action, or dispute arising out of or related thereto shall be governed exclusively by the laws of the State of Israel, regardless of your country of origin or where you access the application, and without giving effect to any conflict of law principles that would result in the application of the laws of a jurisdiction other than the State of Israel.

14.2. The competent courts in Tel Aviv, Israel, shall have sole and exclusive jurisdiction over any claim related to the application and any matter concerning the validity, applicability, performance, or interpretation of the Terms. You hereby agree to this exclusive governing law and jurisdiction, accept service of process by any means permitted under applicable law, and waive any jurisdictional, conflict of law, or venue defenses otherwise available to you.

14.3. Notwithstanding the above, if the value of the relief sought is \$500 or less, the parties shall make good-faith efforts to resolve the dispute amicably. If such direct discussions do not resolve the dispute, either party may initiate an Alternative Dispute Resolution ("ADR") process with an established ADR service provider. The parties shall agree on the identity of the ADR service provider, and the dispute shall be conducted in English through written submissions via email, other electronic communications, or telephone conversations, without the need for a personal appearance. Any judgment on the award rendered by the ADR provider may be entered in any court of competent jurisdiction.

15. Entire Agreement. The Terms along with our privacy policy constitute the entire agreement between you and us with respect to the use of the application and its services and supersede any and all agreements, negotiations and understandings, whether written or oral, about the application and its services. No waiver, concession, extension, representation, alteration, addition or derogation from the Terms will be effective unless effected expressly in writing and expressly.

16. Assignment. You may not assign or transfer your rights or obligations under the Terms without our prior written consent, which we may grant or withhold at our sole discretion. Any attempted or actual assignment or transfer by you will be null and void. We may assign or transfer our rights or obligations under the Terms to any of our affiliates or third parties, provided that such assignment or transfer does not compromise your rights under the Terms.

17. Interpretation. The paragraph headings herein are intended solely for the purpose of orientation and reading convenience and will not be used for interpretation purposes.

18. Severability. If any provision of the Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of the Terms will remain in full force and effect, to the maximum extent.

19. Contact Us. You may contact us with any questions about our application and services via email at legal@videobakery.co. We will make every effort to address your inquiry promptly.

20. Updates. Last updated: March 25, 2025.