

## TERMS OF SERVICE

[www.videotoolbox.com](http://www.videotoolbox.com) (“Videotoolbox”, “we”, “us”, “our”, “Website”) is a file conversion website allowing users to convert any video file from one format to another. Users of this Website (“users” or “you”) include all visitors who access the contents of the Website, including but not limited to users who use the file convertor and file conversion services offered on this Website. Your subscription to our services is governed by the following terms of service (“Terms”) as well as our Privacy Policy. If you don’t agree with any of the Terms below, please do not use our file conversion services.

**Updates and Amendments.** These Terms may be updated, reviewed or amended from time to time, at the sole discretion of Videotoolbox. Material changes (if any) to these Terms will be indicated by notice on our home page. You should periodically refer to any changes made to these Terms. Continued use of this Website, or use of any of the services or purchase of any product, will thereafter constitute your deemed acceptance of the revised Terms.

**Description of Services.** The users of this Website are allowed to edit and convert a file (“User File”) from their original format to another format using user selected parameters. Videotoolbox stores the User File, converts it into the user prescribed format and/or changes its parameters (“Output File”) and displays on the user’s browser, a link from which the user can fetch the Output File. The user can download the Output File by clicking on this link. Users agree that Videotoolbox will have the ability to restrict amongst others, the maximum number of files an user can process through the service, the maximum time for which the converted files will be stored on the servers of Videotoolbox, or the maximum number of times the user can access the services within a given period of time.

**Intellectual Property.** Unless expressly specified to contrary, the text, graphics, logos and images displayed on this Website, including the arrangement of content and the “look and feel” of the Website (together, “Content”), is the copyright of Videotoolbox, and are protected by copyright, trademark and other intellectual property laws in Israel and other countries. You may download selections of this Website or the Content made available on it explicitly for your personal, non-commercial use, without any kind of public reproduction. Reproduction, modification, copying or distribution of any Content, except as allowed above, is expressly prohibited without written permission from Videotoolbox. The entire Content of this Website remains our property and is our copyright. All rights are reserved by Videotoolbox. Videotoolbox does not monitor the content of the User Files and will not be held responsible for any damages claimed as a result of the usage of Videotoolbox services. The user is solely responsible for all the User Files and the content of Converted Files generated from the User Files.

**Prohibitions.** The users of this Website agree not to upload any material that invades another’s privacy, is obscene, pornographic or offensive, racist, defamatory, spreads terror or torture, harms minors, promotes illegal activity, is false or misleading or violates any law or regulation. The users represent and warrant that they will not attempt to reverse engineer the software used by Videotoolbox to provide file conversion services, access or tamper with parts of the Website, send a virus or other destructive mechanism with the intention of crippling the Website, access non-public areas of the Website, or misrepresent, or impersonate some other entity. Videotoolbox reserves the right to investigate into, and if required, prosecute the above mentioned violations of these Terms to

the fullest extent of law. Users indulging in the above activities may be removed and permanently banned from using Videotoolbox services.

**Data Protection and Security.** While we try to ensure that our services are error free, you agree that any material downloaded or otherwise accessed through this website is at your own risk. Videotoolbox will not be responsible for any damage to computer systems, failure to convert an User File, failure to store an User File or a Converted File, corruption of data, or any loss in data arising from accessing the services provided on this Website. In the absence of negligence on our side, Videotoolbox cannot be held liable for any unauthorised access to protected information by third parties.

**No assurance of uninterrupted service.** We do not warrant that your subscription to the service will be uninterrupted or error-free, that defects will be corrected, or the modes of service would be free of computer viruses or other harmful components. We shall not be liable at any time for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or any type of loss or damage that may arise to you or any other person from the subscription of our service. You assume total responsibility and risk for your use of the service.

**Third Party Sites.** Our Website may contain links to other third party sites. As third party sites are beyond our control, we do not accept any responsibility in connection with such third party websites which may be accessible or linked through our Website. By linking a third party webpage, we do not endorse any of the contents of these third party websites, nor do we accept any liability for anything encountered therein. Users are advised to access such third party sites linked through our Website, with caution and at their own risk.

**Customer Duties** The Customer shall attend the effective laws of the Israel as well as the present conditions when using the services provided by the Provider. He particularly shall:

A) not use the services of the Provider to view or spread neither immoral or illegal statements nor pornographic and right-wing or violent contents;

B) attend to the effective law of the Israel, particularly the regulations regarding data and youth protection as well as criminal ordinances;

c) not violate rights of third parties, particularly copyright and ancillary copyright, trademark, patent and other property and personal rights. Particularly with regard to the use of copyrighted works, the Customer is responsible for obtaining the relevant rights concerning that use. In particular, he should obtain the necessary rights from the GEMA (German Society for Musical Performing Rights and Mechanical Reproduction Rights) or other right collecting societies as trustees for the administration of these rights.

1. As far as memory or storage capacity an is provided to the Customer, he is not allowed to store any illegal, or infringing comments against the law or official regulations or against the rights of third parties. Following contents may neither be written nor offered:

- a) Offers, which application, supply or distribution infringes industrial property rights (such as trademark, patents, utility models and design rights), copyright and ancillary copyright

and other rights (such as right to the own image, name and personal rights); the offer of plagiarism is not permitted;

b) pornographic and harmful offers;

c) propaganda articles and products from any unconstitutional organization:

d) weapons as defined on the Weapon Act, particularly firearms, cutting and stabbing weapons of any kind as well as ammunition of any sort;

e) protected live animals, products and preparations of protected animals as well as protected plants and their preparations;

f) bonds – especially shares – credits, loans and financial aim; money market and financial instruments, excluded from historical bonds that are not in circulation anymore;

g) debt obligations and court titles as well as other claims arising from collection legal transactions;

h) vouchers, which are available free of charge for everyone;

i) goods whose possession is lawful, but their use in the country of delivery is prohibited;

j) human organs;

k) goods for a lower price as the statutory fixed price, insofar as the fixed price is not charged and there is no exemption;

l) land and land rights.

(2) The Customer is the sole responsible for the contents and for the accuracy of the transferred data.

(3) The Customer is not allowed to share his download link or any other way to access it's stored files

**Infringing content policy** Every user of the website has the possibility to report any violation of its intellectual property rights caused by any content on videotoolbox.com.

(1) For this purpose, the Provider requires detailed information. This information should content the following:

a) A statement that contents at videotoolbox.com infringe intellectual property rights of the user or of third parties who authorized the user to act on their behalf;

b) An identification of the copyright claimed to have been infringed, indicating a link to the relevant content;

c) Full name, address, telephone number and email address of the user;

d) A statement, that the user is either the copyright owner or a person authorized to act on their behalf;

e) A statement that the user believes in good faith that the use of the content in the manner complained has not been allowed neither by the intellectual property rights owner nor by any other for this purpose authorized person.

(2) If desired that the complaint should be considered pursuant to the U.S. Digital Millennium Copyright Act section 17 paragraph 512(c), those requested in section 9 (1) shall be stated under penalty of perjury. Furthermore, an electronic or physical signature is also necessary under the above required information.

**Exemption** Customer disclaims the Provider and its employees of all claims, which other customers or third parties might have against the Provider because of violation of their rights through the data posted by the Customer on the website videotoolbox.com or through provided files from the Customer on the server of the Provider. This includes the costs of reasonable litigations and related expenses. For this purpose, the Customer shall provide an adequate deposit based on the corresponding legal fees. This does not apply if the Customer is not responsible for the infringement.

**Indemnity.** You agree to defend, hold harmless, and indemnify us from and against any and all claims, damages, costs, debt, losses, liabilities, obligations, and expenses arising from your use of our service; any violation by you of these Terms; any violation by you of any third-party right; and any claim levied against you that your submission caused damage to a third party.

**Jurisdiction.** By using this Website, you agree that all the claims or causes of action arising out of or relating to your use of this Website will be at the jurisdiction of Tel Aviv, Israel only. All Disputes are subjected to exclusive jurisdiction of the courts at Tel Aviv.

This policy was last modified on Apr 1st 2017

