

# Remini API – Business Terms of Service

Last updated: 18 April 2023

These Business Terms of Service (the “**Business Terms**”) are between SVE and Customer and govern each Credit Purchase and Customer’s use and access to the Services. By making a Credit Purchase, accessing or using the Services, Customer agrees to be bound by these Business Terms (the “**Agreement**”).

Customer acknowledges and agrees that (i) this Agreement will apply without prejudice to the [Remini Terms of Service](#) (the “**Remini Terms**”) that govern the use of the Remini application, and (ii) third-party services do not form part of the Agreement and Customer’s use of third-party services is subject to Customer’s agreement with the relevant service provider.

## 1. DEFINITIONS

As used in this Agreement, the following terms have the respective meanings set forth below. Words in singular include the plural, and vice versa. Words importing any gender include all genders. The headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

- 1.1. “**Affiliate**” means, in relation to any specified person, any entity controlling, controlled by or subject to the common control with the specified person (where “**Control**” has the meaning given to it under article 2359, par. 1, no. 1) and 2) of the Italian Civil Code).
  - 1.2. “**Agreement**” has the meaning set forth in the first paragraph of these Business Terms above.
  - 1.3. “**API**” means application programming interface.
  - 1.4. “**Bending Spoons**” means Bending Spoons S.p.A., SVE’s parent company, incorporated under the laws of Italy, with registered office in Corso Como 15, 20154 Milan, Italy, VAT 08931860962.
  - 1.5. “**Business Terms**” has the meaning set forth in the first paragraph of these Business Terms above.
  - 1.6. “**Confidential Information**” has the meaning set forth in Section 5.2 (Confidential information) below.
  - 1.7. “**Credit Purchase**” means the purchase of a certain number of credits to use the Service.
  - 1.8. “**Customer**” means the person or legal entity who enters into the Agreement by accessing or using the Service or by signing up.
  - 1.9. “**Customer’s End Users**” means the individuals who are authorized by Customer to use the Services. Customer’s End Users include Customer’s employees and collaborators.
  - 1.10. “**Discloser**” means a Party when the Party is providing or disclosing Confidential Information to the other Party.
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- 1.11. “**Events of Force Majeure**” has the meaning set forth in Section 9.1 (Events of Force Majeure) below.
- 1.12. “**Party**” and “**Parties**” means Customer and SVE.
- 1.13. “**Recipient**” means a Party when the Party receives Confidential Information from the other Party.
- 1.14. “**Remini Terms**” has the meaning set forth in the first paragraph of these Business Terms above.
- 1.15. “**Service**” means the cloud-based photo and video enhancing service provided by SVE to Customer pursuant to this Agreement through access to the Remini API.
- 1.16. “**SVE**” means Splice Video Editor S.r.l., a company subject to the management and coordination of Bending Spoons S.p.A., and incorporated under the laws of Italy, with registered office in Corso Como 15, 20154 Milan, Italy, and VAT 11505810967.

## 2. SCOPE OF THE AGREEMENT

- 2.1. **Scope.** During the Term and subject to Customer’s compliance with the Agreement, SVE will make the Services available to Customer. The Parties agree that SVE may update the content, functionality, and user interface of the Service from time to time in its sole discretion.
- 2.2. **License to use the Service.** SVE hereby grants Customer and Customer’s End Users the limited, revocable, non-exclusive, non-transferrable, non-sublicensable right to access and use the Service. Customer will ensure that all Customer’s End Users comply with all of Customer’s obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of the Customer. Customer will not acquire any ownership rights or licenses by using the Service. SVE reserves all rights not expressly granted to the Customer hereunder.
- 2.3. **Access to the Service.** Customer may be required to provide a corporate email address to access the Service and redeem an API key. Customer and each Customer’s End Users must keep the API key and any passwords and login credentials confidential and not share it with anyone. Customer will promptly notify SVE if it suspects or becomes aware that the API key has been compromised and of any fraudulent activity with its credentials. SVE reserves the right to modify or adopt any other technological measures to protect the Service, to enforce the terms of the Agreement, and to verify Customer’s compliance therewith.
- 2.4. **Restrictions.** Customer will not, and will not permit Customer’s End Users or anyone else do any of the following:
- 2.4.1. make the Service available to, or use them for the benefit of, anyone other than Customer and Customer’s End Users;
  - 2.4.2. rent, lease, lend, sell, redistribute or sublicense the Service;
  - 2.4.3. access or use the Service for the purpose of developing or operating products or services in competition with SVE or its Affiliates’ products or services;
  - 2.4.4. use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any SVE or its Affiliates’ technologies or services;

- 2.4.5. copy (except as expressly permitted under the Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code or underlying ideas or algorithms of, modify, or create derivative works of any software, models and documentation included in the Service or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the software). Any attempt to do so is a violation of the rights of SVE and its licensors;
- 2.4.6. conduct vulnerability tests, or circumvent or disable any security features or functionality of the Service
- 2.4.7. upload, submit, or otherwise make available to the Service any data or content to which Customer does not have the necessary rights or authorizations; or
- 2.4.8. use the Service in any manner prohibited by any law or regulation, or in any manner that violates or infringes upon the rights of a third party;

2.5. **Remini Terms.** The use by Customer's End Users of the Service is governed by the Remini Terms. In case of conflict between the Remini Terms and these Business Terms, these Business Terms will prevail. Customer agrees that, as a professional or business, statutory consumer rights do not apply to Customer or Customer's End Users and that the Agreement and the Remini Terms will be interpreted accordingly.

2.6. **Suspension.** In the event SVE reasonably believes that Customer or Customer's End Users are in breach of this Agreement, SVE will be entitled to the remedies set forth therein, including the suspension of the Customer's account and API key.

### 3. FEES, CREDITS AND PAYMENTS

3.1. **Fees.** The Service has different pricing plans. Customer agrees to pay the fee amount set forth in the checkout page at the time of any Credit Purchase. Fees will be non-cancellable and non-refundable. SVE may, in its sole discretion, decide to cancel or refund the fees paid on a case-by-case basis.

3.2. **Credit Purchases.** The Service may enable Customer to purchase one or more limited, non-transferable credits which can be redeemed for image processing services within the Service. All Credit Purchases and credits (and all redemptions of credits) are final and non-refundable. Credits will expire 2 years after the relevant Credit Purchase. Customer acknowledges that it will not receive any refund or compensation for unused credits when its access to the Service or its account is suspended or terminated by SVE pursuant to articles 4.2 (Termination for breach) and/or 4.4 (Immediate termination upon notice).

3.3. **Invoice.** SVE, if requested, will invoice the Customer upon each Credit Purchase pursuant to the Agreement.

3.4. **Taxes.** Fees charged to Customer are exclusive of taxes, levies, or duties. Customer will be responsible for and bear taxes associated with its payment for, access to or use of the Services, including, but not limited to, value-added taxes (VAT).

**3.5. Usage monitoring.** SVE may monitor Customer's use of the Service to verify Customer's compliance with the Agreement. Customer agrees to pay for any use of the Service in excess of the Credit Purchases or purchased plan under the Agreement.

#### **4. TERM AND TERMINATION**

**4.1. Term.** The Agreement will commence on the date Customer first accepts this Agreement and will continue for a term of 1 year unless terminated earlier in accordance with the terms of this Agreement. The Agreement will automatically renew for additional successive equal terms (each, a "**Renewal Term**") unless either Party provides written notice of non-renewal, sent to the other Party at least 30 days before the end of the then-current term.

**4.2. Termination for breach.** Either Party may terminate the Agreement if the other Party:

**4.2.1.** is in material breach of the Agreement and fails to cure such breach within 30 days from receipt of a written notice of the breach; or

**4.2.2.** to the maximum extent permitted by applicable law, files a petition for bankruptcy, becomes insolvent, ceases or threatens to cease to carry on the whole or a substantial part of its business, dissolves or becomes subject to any winding up, liquidation or insolvency procedure

**4.3. Right to withdrawal.** Without prejudice to Section 4.2 (Termination for breach), SVE may withdraw from the Agreement at any time with 30 days' prior notice.

**4.4. Immediate termination upon notice.** Without prejudice to Section 4.2 (Termination for breach) and any other termination right under the Agreement, SVE will have the right to terminate the Agreement with immediate effect upon notice pursuant to Article 1456 of the Italian Civil Code, in the event Customer is in breach of one or more of articles 2 (Scope of the Agreement), 3 (Fees, Credits and Payments), 5 (Intellectual Property Rights and Confidentiality), 6 (Data Protection), and 10.1 (Assignment).

**4.5. Effect of termination.** Upon termination or withdrawal of the Agreement for any reason, Customer will no longer have any right to use the Service. The termination of the Agreement will not affect any accrued rights or liabilities of either Party under the Agreement. For the avoidance of doubt, in no event will any termination relieve Customer of the obligation to pay any fees accrued or payable to SVE. In case of termination of the Agreement, Customer will not be entitled to receive any refund, except in case SVE withdraws from the Agreement pursuant to article 4.3 and Customer requests to be refunded of any non-used credits. The following articles and sections will survive expiration or termination of this Agreement: 1 (Definitions), 2.4 (Restrictions), 3 (Fees, Credits and Payments), 3.4 (Taxes), 4 (Term and Termination), 5 (Intellectual Property Rights and Confidentiality), 7 (Representations and Warranties), 8 (Indemnification and Limitation of Liability), 10 (Miscellaneous), and 11 (Dispute Resolution, Governing Law and Jurisdiction).

#### **5. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

**5.1. Ownership.** SVE reserves all rights, title and interests in and to the Service, including all intellectual property rights, trademarks, trade names, proprietary information (including Confidential Information), know-how, data bases, trade secrets, software, documentation, features and specifications included in the

Service, and any customization, modification, derivative work, development, evolution or improvement, whether or not patented or registered, or for which SVE has a license or consent of the rights holder. Customer will not dispute or challenge such ownership and related rights and will not do anything to impair or diminish such rights.

- 5.2. Confidential information. “Confidential Information”** means information in any form disclosed by or on behalf of a Discloser, including before the Effective Date, to a Recipient in connection with this Agreement that (a) the Discloser identifies as “confidential”, “proprietary”, or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes the existence of this Agreement. Customer’s Confidential Information includes non-public Customer content and SVE’s Confidential Information includes non-public information about the Service.
- 5.3. Non-use and non-disclosure of Confidential Information.** Unless otherwise authorized in the Agreement, Recipient will (a) only use Discloser’s Confidential Information to fulfill its obligations or exercise its rights under this Agreement; and (b) not disclose Discloser’s Confidential Information to anyone else. In addition, Recipient will protect Discloser’s Confidential Information using at least the same protections Recipient uses for its own similar information but no less than a reasonable standard of care. Recipient may disclose Discloser’s Confidential Information to the extent required by applicable law or regulation if, unless prohibited by applicable law or regulation, Recipient provides the Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at the Discloser’s expense, with the Discloser’s efforts to obtain confidential treatment for the Confidential Information. Recipient may disclose Discloser’s Confidential Information to Customer’s End Users, employees, advisors, contractors, and representatives who each have a need to know the Confidential Information, but only if the person or entity is bound by confidentiality obligations at least as protective as those in this section 5 and Recipient remains responsible for everyone’s compliance with the terms of this section 5.
- 5.4. Exceptions.** Confidential Information does not include information that:
- 5.4.1.** Recipient knew without any obligation of confidentiality before disclosure by Discloser;
  - 5.4.2.** is or becomes publicly known and generally available through no fault of Recipient;
  - 5.4.3.** Recipient receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or
  - 5.4.4.** Recipient independently developed without use of or reference to Discloser’s Confidential Information.
- 5.5. Remedies for breach of confidentiality obligations.** Customer acknowledges that SVE could suffer immediate and irreparable damages if Customer breaches any of the confidentiality obligations of this Agreement. If any Confidential Information is used or disclosed by the Customer in breach of the Agreement, SVE will be entitled to obtain injunctive relief.
- 5.6. Feedback and Usage Data.** Customer may, but is not required to, give SVE feedback and SVE may use all feedback freely without any restriction or obligation. In addition, SVE may collect and analyze data about the provision, use, and performance of the Service and related software based on Customer’s or Customer’s End Users use of the Service. SVE may freely use such data to develop, maintain and improve SVE and its Affiliates’ products and services without restriction or obligation.

**5.7. Customer Content.** SVE may copy, display, modify, and use all data and materials submitted by or on behalf of Customer or Customer's End Users to the Service only as needed to provide and maintain the Service. Customer will be responsible for the accuracy and content of Customer such data and materials.

## **6. DATA PROTECTION**

**6.1. Data protection framework.** In fulfilling the rights and obligations set forth in the Agreement, any personal data will be processed by the Parties in compliance with Regulation (EU) 2016/679 – General Data Protection Regulation, Italian privacy laws, and other applicable data protection laws.

**6.2. Parties as autonomous controllers.** The Parties will process personal data for which they are autonomous data controllers to the extent that the data is necessary for such purpose. Customer hereby acknowledges (i) it has received Bending Spoons' [Privacy Policy](#) applicable to the processing of personal data for which Bending Spoons is Data Controller, (ii) that it will adequately inform the relevant data subjects of such Privacy Policy before communicating their personal data to Bending Spoons, and that (iii) it has an appropriate legal basis to communicate Customer's contact points and Customer's End Users' personal data to Bending Spoons.

**6.3. Bending Spoons as data processor.** The processing activities carried out by Bending Spoons on behalf of Customer acting as data processor for the purpose of providing the Service to the Customer will be governed by the [Data Processing Agreement](#). The Data Processing Agreement shall be understood as accepted by the Customer along with this Agreement. If the Customer prefers to execute the Data Processing Agreement, it can let Bending Spoons know by emailing it at [privacy@bendingspoons.com](mailto:privacy@bendingspoons.com) and Bending Spoons will send across an executable version for signature.

## **7. REPRESENTATIONS AND WARRANTIES**

**7.1. Mutual representations and warranties.** Each Party represents and warrants to the other that:

**7.1.1.** this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; and

**7.1.2.** no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement.

**7.2. Customer representations and warranties.** Customer represents and warrants that it, all Customer's End Users, and anyone submitting content through the Service on its behalf each have and will continue to have all rights necessary to submit or make available such content to the Service and to allow the use of Customer's content as set forth in the Agreement.

**7.3. Disclaimer of warranties.** Except for the express representations and warranties stated in section 7.1, to the maximum extent permitted by law, SVE makes no additional representation or warranty of any kind whether express, implied (either in fact or by operation of law), or statutory, as to the Service or any other matter whatsoever. **The Service, and all related software, API, components, documentation, data and information are provided on an "as is" and "as available" basis without any warranties of any kind. SVE expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement of the Services. SVE does not warrant against**

**interference with the enjoyment of the Services. SVE does not warrant that the Services or any portion thereof is error-free or that operation of the Services will be secure or uninterrupted. SVE does not warrant that any data or other information provided by or through the Services is accurate or complete or that the Services will always be available.**

## **8. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 8.1. Indemnification.** Customer will defend SVE and its Affiliates from and against any claim to the extent related to or arising from Customer's breach or alleged breach of this Agreement or any applicable law or regulation, and Customer will hold harmless and indemnify SVE and its Affiliates against all damages, awards, penalties, fines, settlements, expenses and costs (including reasonable attorneys' fees) that arise from such claims.
- 8.2. Limitation of liability.** To the maximum extent permitted by law, SVE will not be liable for any damage (including loss of profit) arising out of or related to the use or inability to use the Services, in any manner whatsoever caused, regardless of the theory of liability (contract, tort or otherwise) and even if SVE has been advised of the possibility of such damages.

## **9. FORCE MAJEURE**

- 9.1. Events of Force Majeure.** SVE will not be responsible for failure or delay of performance of its obligations under the Agreement if caused by any events which are outside its reasonable control or are not attributable to it ("**Events of Force Majeure**") including, without limitation, acts of God, war, riot, civil commotion, strikes, lock-outs, labor disputes, malicious damage, compliance with changes of laws or governmental order, rule, regulation or direction, accident, fire, flood, storm, a world-wide component shortage. Lack or delay of availability of telecommunication services will also be considered as an Event of Force Majeure.

## **10. MISCELLANEOUS**

- 10.1. Assignment.** SVE may assign the Agreement, or any right set out herein, in whole or in part, without Customer's consent, to any person or entity at any time. In such a case, SVE will notify Customer. Customer is not entitled to assign or otherwise transfer any of its rights or obligations under the Agreement (including its payment obligations) to a third party (including its Affiliates) without the prior written consent of SVE. Any unauthorized assignment or delegation by the Customer will be void.
- 10.2. Modifications.** SVE may revise these Business Terms from time to time. If, in SVE's reasonable sole discretion, the modifications are material, SVE will notify Customer with reasonable prior notice. Should Customer not agree with such material modifications, Customer may terminate the Agreement (without prejudice to the payment obligations already effective prior to the termination date) by providing SVE with a notice to that effect. In such an event, the Agreement will terminate on the effective date of the modifications being made. No other modifications to the Agreement will be valid and binding on the Parties unless made in writing, expressly refer to the Agreement and are executed by both Parties.
- 10.3. Severability.** If any provision of the Agreement is, becomes or is held to be illegal, invalid or unenforceable, in any respect, it will not affect or impair the legality, validity or enforceability of any other provision of the

Agreement and the Parties will negotiate in good faith with a view to replacing it with a valid and enforceable provision which reflects as much as possible the intentions of the Parties and in accordance with applicable law.

- 10.4. Waiver.** Failure by either Party to exercise a right or a remedy or to enforce any obligation hereunder, whether permanently or temporarily, will under no circumstance be construed as a waiver of that or any other right, remedy, obligation or breach.
- 10.5. Remedies.** Any remedies available to SVE pursuant to this Agreement will be without prejudice to any other remedy at law or under the Agreement.
- 10.6. Notice.** SVE may give general notices related to the Service that are applicable to all customers by email, to the email address used to sign up to the Services, or by posting them on the Service and such electronic notices will be deemed to satisfy any legal requirement that such notices be made in writing. Other notices must be sent via email, first class, airmail, or overnight courier to the addresses of the parties provided herein and are deemed given when received. Notices to SVE must be sent at [legal@bendingspoons.com](mailto:legal@bendingspoons.com) or, if Customer is based in Italy, at SVE's PEC [splice@legalmail.it](mailto:splice@legalmail.it), with a copy to Splice Video Editor S.r.l., Corso Como 15, Milan, MI 20154, Italy, Attn: Legal.
- 10.7. Publicity.** Customer consents that SVE and its Affiliates may include Customer's name, trademark, and logo in SVE and its Affiliates' websites and in its websites and in print and electronic marketing materials to identify Customer as a user of the Service. Customer hereby grants SVE a perpetual, non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of SVE or the Service.

## **11. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

- 11.1. Dispute resolution.** In case of any dispute between the Parties arising out of the Agreement, the Parties will use their reasonable endeavours to resolve the dispute before commencing legal proceedings. If, after good faith negotiations, the Parties are unable to resolve the dispute, either Party will have the right to commence proceedings in accordance with section 11.3.
- 11.2. Governing law.** The Agreement will be governed by and construed in accordance with the laws of the Republic of Italy, regardless of its conflict of laws provisions. To the extent it may be applicable, the Parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods.
- 11.3. Jurisdiction.** Any and all dispute, controversy or claim arising out of or related to the interpretation, performance or termination of this Agreement, or a breach thereof, will be in the exclusive jurisdiction of the Courts of Milan.

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