

Terms of Use of pabolo GmbH for pabolo Platform

September 1st, 2023

Welcome to the AI movie generator and distribution platform “pabolo” (“**Platform**”) available at <https://www.pabolo.ai> (“**Website**”), which you (“**User**”, “**you**”) can use as “**Creator**” to create films and share them via the Platform with other Users; and as “**Viewer**” to discover, watch and comment on films available at the Platform.

The provider of the Platform is pabolo GmbH, Albert-Nestler-Str. 10, 76131 Karlsruhe, Germany, represented by the managing director Thomas Hans Willberger (“**pabolo**”, “**we**” or “**us**”). You can contact us as follows: phone +49(0)157-58252145, e-mail contact@pabolo.ai.

These terms of use (“**Terms of Use**”) apply to the use of the Platform, and the contract concluded between pabolo and you when registering to use the Platform. They consist of the five parts:

- “General Terms for the use of the Platform” (Part I. of the Terms of Use) applicable to all Users,
- “Special Terms for Creators” (Part II. of the Terms of Use),
- “Special Terms for Viewers” (Part III. of the Terms of Use),
- “Terms of the right to withdrawal” (Part IV. of the Terms of Use), and
- “Service Description” (Part V. of the Terms of Use).

Some of the Terms of Use only apply if you are a consumer within the meaning of Section 13 of the German Civil Code (Bürgerliches Gesetzbuch (BGB)) or a business owner within the meaning of Section 14 BGB. You are a consumer if you are using the Platform for a purpose that can predominantly be attributed neither to your commercial nor to your independent professional activity. Business owners, on the other hand, are natural or legal persons or partnerships with legal capacity that, when concluding the legal transaction, act in the exercise of their commercial or self-employed professional activity.

If you have your own general terms and conditions, we hereby expressly object to their application and you agree that your deviating, contradictory and supplementary general terms and conditions do not apply.

These Terms of Use are available electronically at the URL <https://www.pabolo.ai/legal> in printable and storable form. The contract language is English.

I. General terms for the use of the Platform

1. Registration, conclusion of User Contract

- 1.1 To comment and vote on Films (see Part III. 1 of the Terms of Use) and to be able to conclude a fee-based contract on the use of the AI Tool as a Creator (see Part II. 2 of the Terms of Use) you need to register at the Website and create a user account ("**User Account**"). For registration we will ask you to enter an e-mail address and a password. Until registration is completed, you can review and, if necessary, correct the information provided in the registration form at any time. If you are registered as a user with other online services and pabolo provides for automatic data transfer, you can consent to have your data transferred automatically to create your User Account. After registration, we will send you an e-mail confirming the registration ("**Registration Confirmation**"). Upon receipt of the Registration Confirmation, the contract between you and us regarding the use of the Platform ("**User Contract**") comes into effect. We will store the text of the User Contract (Registration Confirmation and Terms of Use), but it will not be available for you online later.
- 1.2 The User Contract runs for an indefinite period.
- 1.3 If you are a consumer you are entitled to a right to withdrawal from the User Contract in accordance with the conditions set forth in Part IV of the Terms of Use.
- 1.4 Only natural persons with a minimum age of 16 years can register. However, users under the age of 18 require the consent of their parents or other legal guardians.
- 1.5 The registration is free of charge.
- 1.6 Your User Account is linked to a profile ("**Profile**") that will be visible to other Users as soon as you publish a film on the Platform or comment or vote on it. You can add and change information (e.g. a username and a photo) in the Profile ("**Profile Information**") at any time via your User Account.
- 1.7 You may not pass on your password to third parties and must keep it secret and change it immediately if you have knowledge of misuse or only suspect or fear such misuse. You are liable for all damages caused by third party use of the User Account unless you are not at fault for such third-party use. If there is a risk of misuse of the password, you must inform us immediately by e-mail to support@pabolo.ai.
- 1.8 You are not allowed to transfer the User Account to a third party.
- 1.9 You have no right to registration as user of the Platform. We can temporarily block access to a User Account if we have a justified interest in doing so. When we decide on a blocking of access, we consider your interests and our interests to the same extent. If we block your User Account, we will inform you in text form, e.g. by e-mail.

- 1.10 We communicate with you electronically using the email address which you provided at registration.

2. Scope of services, updates and changes

- 2.1 We offer the Platform as beta version, i.e. with restrictions, in particular with regard to stability, freedom from errors and the scope of functions. You can find further information on functionality, compatibility, and interoperability of the Platform in the Service Description below (see Part V of the Terms of Use) and on the Website.
- 2.2 We will grant you access to all updates that are required for the contractual use of the Platform.
- 2.3 In addition, to these updates, we reserve the right to further develop, adapt or otherwise change the Platform and/or the functionalities or services available at the Platform without charging the User additional costs when a valid reason requires such change. We will inform you about such change in a transparent and comprehensible form.
- 2.3.1 There is a valid reason if the change is necessary to adapt the Platform and/or the functionalities or services available at the Platform to new technical requirements (e.g. technical environment or operational reasons), because of changes in the market (e.g. increased number of users), because of changes in legal requirements or jurisdiction, or if the changes are made for the benefit of the User (e.g. to improve security or expand the scope of functions). For this purpose, we may also change, expand, restrict, or discontinue the Platform and/or the functionalities or services available in the Platform.
- 2.3.2 If we make changes to the Platform that affect your ability to access and/or use the Platform and/or the functionalities or services available at the Platform to a significant extent ("**Significant Change**"), we will inform you in text form (e.g. via e-mail) within a reasonable period before the time of the Significant Change. You may terminate the User Contract and/or Subscription Contract (see Part II. 2 of the Terms of Use) within thirty (30) days after receipt of the information about the Significant Change or, if the Significant Change occurs after the receipt of the information, after we have made the Significant Change of the function, unless we provide you with the Platform in the previous version without charging you additional costs.
- 2.4 Maintenance work, retrofits or upgrades, errors or bugs and other causes or circumstances may lead to interruptions or defects in the operation of the Platform. We will remedy technical failure as soon as possible within the scope of technical possibilities. We offer the Platform with an availability of 95% per year. The availability rate results from the ratio of the hours during which the Platform is available to the total number of hours in the calendar year. When calculating availability, downtime caused by

circumstances beyond pabolo's control are not included.

3. Use of the Platform, Community Guidelines

3.1 You shall not misuse the Platform. In particular, you are not allowed

- 3.1.1 To pass yourself off as another person;
- 3.1.2 To replicate or manipulate usernames or other identifications in order to disguise the origin of contents transferred using the Platform;
- 3.1.3 To collect, store, and/or transfer personal data of other Users of the Platform, except as permitted by applicable law;
- 3.1.4 To use the Platform to distribute unsolicited advertising material, commercial content or other unsolicited or unacceptable spam;
- 3.1.5 To abuse our reporting system, e.g. by false, wanton or reckless statements;
- 3.1.6 To block, overwrite or change the contents of the Platform;
- 3.1.7 To decompile, reverse engineer and/or disassemble any software accessible through the Platform, except as permitted by applicable mandatory law;
- 3.1.8 To use the Platform using a system or program that compromises the security, integrity and/or availability of the systems and Platform used by us or otherwise interfere with the proper and smooth functioning of the Platform or gain unauthorized access to the Platform (e.g. by automate usage of bots or causing ex-orbitant traffic), and/or
- 3.1.9 To access, collect or attempt to access data from the Platform by automated means (e.g. by data crawling) unless you have obtained our prior consent or such access is permitted by applicable mandatory law.

3.2 It is important to us that everyone who uses the Platform adheres to the following community guidelines (“Community Guidelines**”) which shall provide for a fair treatment of each other.**

- 3.2.1 We attach great importance to equality, tolerance, and equal opportunities. We do not accept any discrimination, e.g. on the basis of gender, age, origin, culture or sexual orientation.
- 3.2.2 We attach great importance to Users accepting and respecting each other. We condemn and do not accept bullying and harassment of any kind including any

unwanted contact with negative intentions and virtual stalking.

3.2.3 We believe in the freedom of expression, and we are convinced that people shall be able to freely share their views, experiences, ideas and information. However, we do not want our Platform to be known as meeting place for people with extremist political views.

3.3 In case of material misuse or violation of our Community Guidelines, we are entitled to (temporarily) block your access to the User Account in accordance with Part I. 1.9 of the Terms of Use. Our right to terminate the User Contract and/or Subscription Contract according to Part I. 8 or Part II. 3 of the Terms of Use remains unaffected.

4. License to use Profile Information

4.1 By adding Profile Information, you grant pabolo a worldwide, sub-licensable and transferable, non-exclusive right to use the Profile Information for the provision of the Platform and the services provided via the Platform, also by involving affiliated companies, distribution partners and technical service providers, individually or together with other content, whether protected or unprotected, in unmodified or modified form (for which the Creator expressly grants their permission), in particular by way of initial publication, reproduction and distribution (including by means of renting and leasing) of the Profile Information as well as making the Profile Information available to the public via the Platform, always in compliance with the author's moral rights. The rights granted under this Part I. 4.1 of the Terms of Use shall have effect until you remove your Profile Information from the Platform or until the end of the User Contract, whichever is earlier, unless you have agreed to a further use of the Profile Information or applicable law requires otherwise.

4.2 The granting of rights according to Part III. 3.2 of the Terms of Use includes the right of pabolo to use the Profile Information when marketing the Platform, e.g. by publishing advertisements on or for the Platform.

4.3 In return for granting the rights to pabolo under this Part I. 4 of the Terms of Use, you may use the Platform to interact with other Users. Statutory claims to remuneration including the accompanying claims to information, shall remain unaffected.

5. Warranty

The statutory warranty law shall apply.

6. Our Liability

6.1 In the event of intent or gross negligence by us or by any of our representatives or vicarious agents, we shall be liable in accordance with the statutory provisions; the same shall

apply in the event of culpable breach of material contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose observance you may regularly rely on. As far as there is no intentional and grossly negligent breach of contract, our liability for damages is limited to the foreseeable, typically occurring damage. Unless otherwise expressly regulated above, our liability is excluded.

- 6.2 The limitation of liability according to Part I. 6.1 of the Terms of Use shall not apply to our liability due to culpable injury to life, body or health, due to the assumption of a guarantee, for fraudulently concealed defects as well as our liability under the German Product Liability Act („Produkthaftungsgesetz“).

7. Indemnification

You shall indemnify pabolo against all justified claims asserted by third parties against pabolo to the extent arising from or related to your breach of the warranties defined in Part II. 6.3 of the Terms of Use and/or any other use of the Platform by you in violation of the Terms of Use or applicable law unless you are not responsible for the breach or violation. You shall compensate pabolo for any damage, that pabolo necessarily suffers from such breach of violation, including statutory legal fees for procedural and pre-litigation defense.

8. Termination

- 8.1 You may terminate the User Contract at any time without notice. For this purpose, you can simply click on the button “Delete account” in the profile settings or send us an e-mail to termination@pabolo.ai.
- 8.2 We can terminate the User Contract at any time with a notice period of two weeks with effect to the end of the current month, but not before the end of or expiration of the term of the Subscription Contract (see Part II. 3 of the Terms of Use), by sending you an e-mail.
- 8.3 The statutory right to extraordinary termination as well as the statutory provisions on the termination of consumer contracts for digital products shall remain unaffected.

9. Customer Service

We have set up a customer service for you, which is available during our business hours free of charge to submit complaints and other inquiries under support@pabolo.ai.

10. Privacy

For information on the use of your personal data please see our privacy policy available at <https://www.pabolo.ai/legal>.

11. Online Dispute Resolution

The EU Commission provides an internet platform for the online resolution of disputes (so-called "ODR platform"). The ODR platform can currently be accessed via the following link: <http://ec.europa.eu/consumers/odr/>. For initial contact you can contact us at odr@pabolo.ai. We are neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards insofar as the Platform falls within the scope of this regulation.

12. Applicable law, place of jurisdiction

- 12.1 The law of the Federal Republic of Germany shall apply to these Terms of Use and the contractual relationship existing between you and us with regard to the use of the Platform, excluding the UN Convention on Contracts for the International Sale of Goods. If you have your habitual residence in another country at the time of use, the application of mandatory legal provisions of that country shall remain unaffected by the choice of law made in sentence 1.
- 12.2 The exclusive place of jurisdiction for all disputes between pabolo and users arising from or in connection with the User Contract and/or Subscription Contract shall be Karlsruhe, Germany, if (a) you are a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, or (b) you are a business owner and have your registered office outside the territory of the Federal Republic of Germany.

13. Changes of the Terms of Use

We are entitled to make changes, adjustments, or additions to the Terms of Use, provided that the changes do not affect this Part I. 13 of the Terms of the Terms of Use or main service obligations, or the changes are equivalent to the conclusion of a new contract. We will notify you of the amended terms and conditions in text form (e.g. via the Platform or by e-mail) at least six (6) weeks before they come into force. The amendments shall be deemed to have been approved if you do not object to them within six (6) weeks of receipt of the notification. If you exercise the right of objection, the changes will not become part of the User Contract and Subscription Contract and the User Contract and Subscription Contract will continue unchanged. We will explicitly draw your attention to your right of objection and to the deadline. Your right and our right to terminate the User Contract and/or Subscription Contract remains unaffected.

14. Transfer

pabolo is entitled to transfer all or part of the rights and obligations arising from the User Contract and/or Subscription Contract with you to another company. In case the User Contract and/or Subscription Contract is transferred to a third party company, you will

receive a notice from us. This notice will include a deadline within which you can terminate the User Contract and/or Subscription Contract and request deletion of the User Account if you do not agree with the transfer.

15. Miscellaneous

Should individual provisions of the terms and conditions be invalid, this shall not affect the validity of the remaining terms and conditions.

II. Special Terms for Creators

1. AI Tool for the creation and publication of films

1.1 pabolo offers Creators access to a browser-based software (Software as a Service, SaaS) which uses Artificial Intelligence ("**AI Tool**") to create and publish films.

1.1.1 Based on the Creator's selected metadata (e.g. genre, storyline, locations and characters) and his prompts, the AI Tool automatically writes the film plot, creates the images, and combines them with sound and music. The results are displayed to the Creator in a dashboard. The Creator cannot edit and modify them once they have been published (the final product is hereinafter referred to as "**Film**"). The Film will initially consist of a slide show of film stills that the Creator can add music and sound to. pabolo will at a later stage enhance the functionality of the AI Tool so that the Creator will be able to produce moving images with the AI Tool. The Creator can interrupt the production process at any time and save the interim result in his User Account, which can then be used to resume the creation process.

1.1.2 pabolo will use any data, prompts, modifications, or other information selected and/or entered by the Creator during the creation of the film is (jointly referred to as "**Creator's Data**") only for the provision of the Platform and the services provided via the Platform. This includes the right to use the Creator's Data to train and further develop the AI Tool. For this purpose, pabolo will include the Creator's Data in pabolo's data collections and data bases, and store, connect, process and/or otherwise use them within pabolo's AI Tool. The storage of the Creator's Data, however, is not the subject of the Usage Contract, which is why pabolo is not obliged to hold the Creator's Data for the Creator and to return it to the Creator after the end of the Subscription Contract. The Creator's Data will not be accessible by other Users.

1.1.3 The Creator acknowledges and accepts that all results generated by the AI Tool are results of an automatic calculation and in particular rely on the type, content and quality of the Creator's Data entered by the Creator. Therefore, beyond

providing the contracted functionalities of the AI Tool, pabolo is not liable to produce and deliver a specific result or a result of a specific quality.

- 1.1.4 The Creator is not entitled to use the AI Tool beyond the agreed use or to have it used by third parties or to make it accessible to third parties. In particular, the Creator is prohibited from duplicating, selling, or temporarily transferring, renting, or lending the AI Tool, or otherwise making the AI Tool or access to the AI Tool available to third parties for the provision of services.
- 1.2 The Creator can publish and make the Films available for other Users as stream via the Platform (for further information on the distribution of Films via the Platform see Part III. 1 of the Terms of Use). The Creator alone decides whether a Film is published, whereas pabolo reserves the right to block the Films prior to publication to ensure that they comply with the Terms of Use and applicable law. The Films created using the AI Tool are intended exclusively for publication on the Platform. Creators are not allowed to publish, distribute, or otherwise use the Films outside the Platform, but remain entitled to produce screenshots or teasers of parts of the Films and publish them via their social media channels to draw attention to the Films produced by them on the pabolo platform.

2. Conclusion of Subscription Contract

- 2.1 The Creator can use the AI Tool only after purchasing a fee-based subscription. The purchase of a subscription requires prior registration (see Part I. 1 of the Terms of Use)
- 2.2 To purchase a subscription, we will ask you to select the subscription term and a payment method. You only make a binding offer to enter into a subscription contract by clicking on the button "Buy now". Before submitting your offer, you can review and, if necessary, correct the information provided in the online subscription form at any time using the buttons provided for changes. After receipt of your order, you will receive an automatically generated e-mail from us confirming the receipt of your order and the subscription ("**Subscription Confirmation**"). Upon receipt of the Subscription Confirmation, the contract between you and us regarding the use of the AI Tool ("**Subscription Contract**") comes into effect. We will store the text of the Subscription Contract (Subscription Confirmation and Terms of Use), but it will not be available for you online later.
- 2.3 Only natural persons with a minimum age of 18 years can register.
- 2.4 If you are a consumer you are entitled to a right to withdrawal from the Subscription Contract in accordance with the conditions set forth in Part IV of the Terms of Use. Please note that the valid withdrawal from the Subscription Contract does not affect the User Contract. If you also wish to also withdraw from or terminate the User Contract, you must do so by separate notice.

3. Term, Termination

- 3.1 The term of the Subscription Contract depends on your choice when purchasing a subscription ("**Subscription Term**").
- 3.1.1 Subscription Contracts concluded for an indefinite period may be terminated by the Creator at any time without notice to the end of the current month of use, which begins on the day of conclusion of the Subscription Contract and ends on the day of the following calendar month that corresponds to the day of the contract conclusion or, if there is no such correspondent day in the calendar month, the preceding day ("**Month of Use**") and by us at any time with a notice period of two weeks to the end of the current Month of Use.
- 3.1.2 Subscription Contracts concluded for a definite period of time shall have a maximum Subscription Term of two (2) years and may be terminated by either party with two (2) weeks' notice to the end of the respective Subscription Term. If a Subscription Contract concluded for a definite period of time is not effectively terminated, it shall be automatically extended for an indefinite period of time and may be terminated by the Creator at any time without notice to the end of the current Month of Use and by us at any time with a notice period of two (2) weeks with effect to the end of the current Month of Use.
- 3.2 In order to terminate the Subscription Contract, the Creator can simply click on the button "Terminate contracts here" or send us an e-mail to termination@pabolo.ai. We will send you our termination notice by e-mail. Please note that your valid termination of the Subscription Contract does not affect the User Contract. If you also wish to also withdraw from the User Contract, you must do so by separate notice.
- 3.3 The statutory right to extraordinary termination as well as the statutory provisions on the termination of consumer contracts for digital products shall remain unaffected.

4. Fee, payment terms

- 4.1 Creators must pay a fee for the use of the AI Tool ("**Fee**"). You can find information on our Fee rates on the Website <https://www.pabolo.ai/feature>. All Fees are gross fees, including applicable VAT at the time of the conclusion of the Subscription Contract. We will inform you about the applicable Fee in a summary before you order a subscription. For Subscription Contracts concluded for an indefinite period, the billing period is the respective Month of Use.
- 4.2 Fees are payable in advance and are due for payment on the first of each new Month of Use ("**Due Date**"). pabolo will collect Fees that are due for payment immediately.

- 4.3 For the payment of the Fee pabolo offers, in principle, the following payment methods. pabolo informs the Creator of the respective payment methods available at the beginning of the registration process for a subscription. The Creator might have to agree to additional terms of use of the respective payment service provider.
- 4.3.1 In order to pay the Fee using **PayPal**, the Creator must open a PayPal account or already have such an account. pabolo will redirect the Creator to the website of the provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, (hereinafter "**PayPal**") during the ordering process. PayPal will ask the Creator to prove their identity by entering their access data, to instruct the payment to pabolo and to complete the order. PayPal will carry out the payment transaction and debit the Creator's account after the conclusion of the Subscription Contract and the Due Date of the respective Fee.
- 4.3.2 When choosing to pay the Fee by **Credit Card**, pabolo will process payment using the payment service provider Stripe Payments Europe Ltd, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland (hereinafter "**Stripe**"). The Creator can enter their card details during the registration process on the Platform. The payment transaction will be carried out by the Creator's credit card company at the request of Stripe and the credit card will be charged after the conclusion of the Subscription Contract and the Due Date of the respective Fee.
- 4.4 If the Creator does not pay the Fee or if amounts paid are reversed or charged back, pabolo shall be entitled to block the access to the Creator's User Account, subject to further claims. If the blocking takes place because of open payment claims and these are balanced, pabolo will unblock the User Account. If pabolo blocks the access to the User Account, pabolo informs the Creator about the blocking in text form, e.g. by e-mail. pabolo's right to terminate the Subscription Contract according to Part II. 3 of the Terms of Use remains unaffected.
- 4.5 pabolo shall be entitled to change the Fee rates agreed with the Creator if the costs attributable to the provision of the Platform to Creators change after the conclusion of the Subscription Contract due to circumstances that could not be foreseen and that pabolo cannot control ("**Change of Costs**"). The costs attributable to the provision of the Platform to Creators comprise the following: costs for technical services, customer service and other costs of sale (e.g. invoicing and payment, marketing), general administrative costs (e.g. costs for personnel, services providers, IT systems, rent and energy) and government-imposed fees, contributions, taxes and levies. pabolo shall be entitled to increase the Fee rates only once within a calendar year and only in the amount that the costs attributable to the provision of the Platform to Creators have increased and have not been counterbalanced by cost savings elsewhere. pabolo will inform the Creator of the price change at least six (6) weeks before it takes effect. If the Creator does not agree with the change, the Creator can terminate the Subscription Contract within four (4) weeks after receipt of that information with effect to the date the change is going to take

effect specified in the information. If the Creator does not object, the Subscription Contract will continue with the new Fee rates from the date of change on. pabolo will explicitly draw the Creator's attention to your right of objection and to the deadline.

5. Responsibility of Creators for Films

- 5.1 As Creator you are fully responsible for the content of all Films that you create, publish and/or share via the Platform with other Users. Creators must review the Films carefully and in particular ensure and represent that the Films and/or their use, in whole or in part,
 - 5.1.1 are not illegal, in particular racist, pornographic, insulting, or defamatory;
 - 5.1.2 do not infringe third-party or intellectual property rights of any kind, including copyrights, ancillary copyrights, patent, trademark, privacy, or personal rights;
 - 5.1.3 do not contain any personal data, i.e. information relating to an identified or identifiable natural person; and/or
 - 5.1.4 do not contain any information or data that you are not contractually and/or under applicable law entitled to store, publish and/or transmit via the Platform.
- 5.2 Please be aware that German copyright law allows for the communication of copyright protected works or part of works for the following purposes: quotations in accordance with Section 51 German Copyright Act (Urhebergesetz, UrhG); caricatures, parodies, and pastiches in accordance with Section 51a UrhG; and other cases of communication to the public authorized by law and the reproduction required for such purpose in accordance with Part 1 Section 6 UrhG. You may use copyrighted content within the scope of these restrictions.
- 5.3 We may remove or block Films that violate the Terms of Use. Legal requirements for removal and blocking remain unaffected. If we block Films, we will immediately inform you of the blocking and advise you on your right to complain against this decision.

6. License to use Creator's Data and Films

- 6.1 The Creator grants pabolo a worldwide, non-exclusive right, to use the Creator's Data for the provision of the Platform and the services provided via the Platform. This includes the right to continuously train and develop the AI Tool, in particular by including the Creator's Data in pabolo's data collections and data bases, and to store, connect, process and/or otherwise use them within pabolo's AI Tool. If and to the extent the Creator's Data are protected by copyright, the rights granted shall include any rights under copyright law necessary for the use of the Creator's Data, in particular the right of reproduction. pabolo shall be entitled to transfer or sublicense the rights granted under this Part II. 6.1 of the Terms of Use to affiliated companies, distribution partners and technical

service providers involved by pabolo in the provision of the Platform and the services provided via the Platform and to exploit the database connected with the AI Tool as a whole (including the Creator's Data) by selling and transferring the AI Tool to third parties.

- 6.2 By publishing the Film on the Platform, the Creator transfers to pabolo any copyrights, neighbouring rights, and other transferable intellectual copyrights to the Films unlimited in terms of territory and content. If and to the extent that for legal reasons the rights to the Films are not transferable, the Creator grants pabolo a worldwide, sub-licensable and transferable, exclusive right to use the Film for the provision of the Platform and the services provided via the Platform, also by involving affiliated companies, distribution partners and technical service providers, individually or together with other content, whether protected or unprotected, in unmodified or modified form (for which the Creator expressly grants their permission), in particular by way of initial publication, reproduction and distribution (including by means of renting and leasing) of the Film as well as making the Film available to the public via the Platform, always in compliance with the author's moral rights. The Creator remains entitled to produce screenshots or teasers of parts of the Films and publish them via their social media channels to draw attention to the Films produced by them on the pabolo platform.
- 6.3 The transfer or granting of rights according to Part II. 6 of the Terms of Use includes all types of use unknown at the time of the conclusion of this Agreement. Statutory rights to revocation shall remain unaffected.
- 6.4 The transfer or granting of rights according to Part II. 6 of the Terms of Use includes the right of pabolo to use the Creator's Data and/or Film when marketing the Platform, e.g. by publishing advertisements on or for the Platform.
- 6.5 The rights transferred or granted under this to Part II. 6 of the Terms of Use shall be unlimited in terms of time, i.e. continue to exist with pabolo even after the end of the Subscription Contract and User Contract.
- 6.6 You represent that the Films and/or Creator's Data do not infringe copyrights, ancillary copyrights, trademark rights, personal rights or other rights of third parties or violate statutory provisions, and that you are fully entitled to grant the aforementioned rights to the Films and/or Creator's Data and warrant that you have not already disposed of such rights, in whole or in part.
- 6.7 In return for transferring or granting the rights to pabolo under this Part II. 6 of the Terms of Use, the Creator may publish and share the Films via the Platform with other Users. Statutory claims to remuneration including the accompanying claims to information, shall remain unaffected.

III. Special Terms for Viewers

1. Film player

- 1.1 pabolo provides Viewers access to Films that Creators have published and distributed via the Platform. Viewers can discover, watch and comment or vote on Films. Viewers can watch the films without having to register first. However, to comment or vote on the films, they need a User Account (see Part I. 1 of the Terms of Use).
- 1.2 pabolo provides the Films to Viewers as a stream, which they can watch via the web browser. Further information on the video and audio quality, the functionalities of the streaming services offered via the Platform as well as the device and system requirements necessary for the streaming (e.g. type of browser, bandwidth and/or speed of internet connection and terminal devices) are available in the more detailed Service Description below (see Part V of the Terms of Use) and on the Website.
- 1.3 pabolo is only a host provider for the Films. The Creators that have created, published and distributed the Films via the Platform are solely responsible for the Films.

2. Viewing of Films

- 2.1 Viewers may view the Films for their personal use only. Viewers must not use the Films for commercial purposes or publicly perform, broadcast or otherwise make them available to the public.
- 2.2 Except for the streaming as permitted under the Terms of Use, Viewers may not reproduce, download, distribute, transmit, display, sell, license, modify or adapt or otherwise use the Films or parts thereof unless pabolo has given prior written permission (e-mail is sufficient) or the use is permitted by law. All rights to the Films remain with the Creator or pabolo. Viewers do not acquire any copyrights or industrial property rights to the Films.
- 2.3 In case of material misuse of the Films, we are entitled to (temporarily) block your access to the User Account in accordance with Part I. 1.9 of the Terms of Use. Our right to terminate the User Contract remains unaffected.

3. License to use Comments

- 3.1 By posting a comment or vote on a Film (comment and vote jointly “**Comments**”), the Viewer grants pabolo a worldwide, sub-licensable and transferable, non-exclusive right to use the Comments for the provision of the Platform and the services provided via the Platform, also by involving affiliated companies, distribution partners and technical service providers, individually or together with other content, whether protected or unprotected, in unmodified or modified form (for which the Creator expressly grants their permission), in particular by way of initial publication, reproduction and distribution

(including by means of renting and leasing) of the Comments as well as making the Comments available to the public via the Platform, always in compliance with the author's moral rights. The rights granted under this Part III. 3.1 of the Terms of Use shall have effect until you remove your Comment from the Platform or until the end of the User Contract, whichever is earlier, unless you have agreed to a further use of the Comment or applicable law requires otherwise.

- 3.2 The granting of rights according to Part III. 3.1 of the Terms of Use includes the right of pabolo to use the Comments when marketing the Platform, e.g. by publishing advertisements on or for the Platform.
- 3.3 In return for granting the rights to pabolo under this Part III. 3 of the Terms of Use, the Creator may interact via the Platform with other Users. Statutory claims to remuneration, including the accompanying claims to information, shall remain unaffected.

4. Reporting unlawful or inappropriate content

- 4.1 We respect the intellectual property of third parties and demand this respect in term from our Users. If you believe that your copyrights are being infringed by a Film, Comment, Profile Information or any other content that a User has published and distributed via the Platform, you can notify us via the report button we have placed at the respective contents] so that we can immediately take action against the misuse of our service and protect your rights.
- 4.2 If you become aware of a Film, Comment, Profile Information or any other content published on the Platform that you believe does not comply with the Community Guidelines or any other part of the Terms of Use or applicable law, you can report such content sending us an e-mail to support@pabolo.ai. Please provide us with a description of the content that you believe is inappropriate or unlawful, of where the content is located, preferably with a screenshot; and your address, telephone number and e-mail address. In addition, we have established a procedure on <https://www.pabolo.ai/netzdg>, where you can report content to us that falls under the Network Enforcement Act (Netzwerkdurchsetzungsgesetz, NetzDG).

IV. Terms of the right to withdrawal

If you are a consumer you are entitled to a right to withdrawal from the User Contract and/or the Subscription Contract in accordance with the conditions set forth in detail in the following

Cancellation Policy

Right of withdrawal

You have the right to withdraw from the contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (pabolo GmbH, Albert-Nestler-Str. 10, 76131 Karlsruhe Germany, Tel.: +49(0)15758252145, support@pabolo.ai) by means of a clear declaration (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right to withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

Sample withdrawal form

(If you want to withdraw from the contract, please fill out this form and send it back.

**- To pabolo GmbH, Albert-Nestler-Str. 10, 76131 Karlsruhe, Germany
support@pabolo.ai**

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)
 - Signature of the consumer(s) (only in case of notification on paper)
 - Date
-
- (*) Delete as applicable.

Download cancellation policy as PDF pabolo.ai/legal/withdrawal.pdf

V. Service Description

pabolo is an AI generated video streaming and video generating platform.

On pabolo, users can view videos generated by artificial intelligence anywhere, anytime. Users can do this without registration. With registration users have the option to comment and vote on videos and set profile information to individualize their experience on pabolo.

There is an optional paid subscription model for also using the pabolo AI Movie Creator tool to create videos generated with the help of our artificial intelligence software tool. The Films created using the AI Tool are intended exclusively for publication on the Platform. However, Creators can produce screenshots or teasers of parts of the Films and publish them via their social media channels to draw attention to the Films produced by them on pabolo.

At this point pabolo is available only in English language.

To use and receive pabolo's services, the user needs a stable internet connection and suitable internet-capable end devices. pabolo is designed for being used in a web browser on a computer, some functionalities might therefore be limited on mobile devices.

In our FAQ available at pabolo.ai/feature you will find more information regarding the functionalities, compatibility, and interoperability with different devices.

If you need help using our services, you can contact our Support at support@pabolo.ai at any time.

Status: September 1st, 2023