

Last Updated: May 4, 2022

Terms of Service

IMPORTANT — READ CAREFULLY BEFORE USING COUB PLATFORM:

THESE TERMS OF SERVICE ("**Terms**") AS SET FORTH IN THIS TERMS OF SERVICE AGREEMENT ("**Agreement**"), AS AMENDED FROM TIME TO TIME, ARE A BINDING CONTRACT BETWEEN YOU, WHETHER PERSONALLY OR ON BEHALF OF AN ENTITY ("**you**") AND COUB.COM LTD (the "**Company**", or "**we**"). COUB.COM LTD IS A COMPANY FORMED UNDER THE LAWS OF THE BRITISH VIRGIN ISLANDS. AND THESE TERMS ARE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

THE COMPANY'S USE OF PERSONAL DATA YOU PROVIDE TO THE COMPANY AND USAGE DATA IS GOVERNED BY THE COUB PRIVACY POLICY ("**Privacy Policy**") AT <https://coub.com/privacy>.

YOU MUST READ AND AGREE TO THE PRIVACY POLICY AND THESE TERMS GOVERNING YOUR USE OF THE COMPANY'S SERVICES, INCLUDING THE COUB.COM WEBSITE (THE "**WEBSITE**"), THE MOBILE APPLICATIONS, FEATURES OR FUNCTIONALITY OF SOFTWARE (COLLECTIVELY, THE "**COUB SERVICES**"), BEFORE USING THE COUB SERVICES. BY INSTALLING, OR OTHERWISE USING THE COUB SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR OTHERWISE USE THE COUB SERVICES.

The Coub Services allow users to access the Website and use certain mobile and online applications to create short media productions, consisting generally of one or more video loops with or without audio, containing pictures, data, graphics files, referred as a "**Coub**" to share with other users and/or post them to the Coub Services. The Coub Services are currently free of charge, but the Company reserves a right to charge fees for certain existing or new Coub Services upon a notice to you.

The use of Coub Services is subject to Coub community rules available at <https://coub.com/engrules> ("**Community Rules**").

Use of the Coub Services is also subject to the Company's Privacy Policy available at <https://coub.com/privacy>, which explains how the Company collects and uses your information. You may opt out of future emails about our Coub Services by following instructions in our Privacy Policy, on our Website, applications or contained in an email that you receive from us. We reserve the right, however, to email you important information relating to your account in accordance with Section 12 below, including copyright or regulatory communications.

The Company may from time to time introduce new features, which may be subject to separate rules, available upon a notice to you or on our Website. By using these features, you agree to the rules applicable to such features.

1. Eligibility

By using the Coub Services, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the Coub Services does not violate any applicable law or regulation.

2. User Representations and Warranties

You are entirely responsible for the content of, and any harm resulting from your postings to the interactive portions of the Coub Services of Coubs or any other content contributions you create,

post or communicate to other users via the Coub Services (each a "**Contribution**", and collectively, "**Contributions**"). When you create or make available a Contribution, you thereby represent and warrant that:

- 2.1. the creation, distribution, transmission, public display and performance, accessing, downloading and copying of your Contribution does not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights of any third party;
- 2.2. you have fully complied with any third-party licenses relating to your Contribution, and have done all things necessary to successfully pass through to viewers any required terms;
- 2.3. your Contribution does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content;
- 2.4. your Contribution is not obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, libelous or slanderous, does not explicit insults, aggressive statements or calls for violence against various social and ethnic groups, does not advocate the violent overthrow of any national governments, does not incite, encourage or threaten immediate physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;
- 2.5. your Contribution does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health or wellbeing of minors;
- 2.6. if your employer has rights to intellectual property you create, you have either (a) received permission from your employer to make available the Contribution, or (b) secured from your employer a waiver as to all rights in or to your Contribution;
- 2.7. your Contribution does not violate any state or federal law designed to regulate electronic advertising;
- 2.8. your Contribution does not amount to trolling, or the making of controversial statements for the sole purpose of generating responses by others;
- 2.9. your Contribution does not constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on the Company's or others computers or equipment, designed to enable you or others to gather information about or monitor the online or other activities of another party;
- 2.10. your Contribution does not inundate the Coub Services with communications or other traffic suggesting no serious intent to use the Coub Services for its stated purpose;
- 2.11. your Contribution does not otherwise violate, or link to material that violates, any provision of this Agreement or any applicable law or regulation; and
- 2.12. your Contribution does not contain pictures, data, audio or visual files, or any other content that is excessive in size, as determined by Company in its sole discretion.

2.13. your Contribution comply in all other respects with the Community Rules.

3. Prohibited Activities

You may not access or use the Coub Services for any other purpose other than that for which the Company makes them available. Certain activities, even if legal, may violate the Company's policies and the Community Rules, as determined by the Company in the Company's sole discretion. Prohibited activity includes, but is not limited to:

- 3.1. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, trademark infringement, or theft of trade secrets;
- 3.2. advertising to, or solicitation of, any user to buy or sell any products or services (we do not prevent the publication of links to our own resources and projects, as long as they remain in the interests of the community);
- 3.3. transmitting chain letters or junk email to other users;
- 3.4. using any information obtained from the Coub Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
- 3.5. engaging in any automated use of the systems operated by the Coub Services, such as using scripts to add friends or send comments or messages;
- 3.6. interfering with, disrupting, or creating an undue burden on the Coub Services or the networks or services connected to the Coub Services;
- 3.7. attempting to impersonate another user or person, pretending to be members of the Company team or people associated with the administration, or public figures, if you are not one (if you are a public person, its official representative or maintain a fan account, write to us about it at support@coub.com);
- 3.8. using the username of another user;
- 3.9. selling or otherwise transferring your profile;
- 3.10. using any information obtained from the Coub Services in order to harass, abuse, or harm another person;
- 3.11. displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Coub Services on behalf of that person, such as posting a Contribution with a commercial purpose; and using the Coub Services in a manner inconsistent with any and all applicable laws and regulations;
- 3.12. persecuting other users (e.g. in chats);
- 3.13. creating channels for targeted sabotage on the Coub Services, bypassing blocking and any kind of manipulation with votes;
- 3.14. intentionally posting coubs in inappropriate communities and using obviously incorrect tags;

- 3.15. systematically preventing reading the feed by publishing several coubs in a short period of time that have no semantic load.

4. Passwords

- 4.1. When you create an account with the Company ("**User Account**"), you will be asked to supply a password. You must keep your password confidential. You are responsible for all use of your password and User Account.
- 4.2. You are responsible for maintaining adequate security and control of all information and devices that you use to access the User Account, including access to the third-party accounts you used to sign in the User Account. You are prohibited from transferring, sharing, or providing your account information to anyone. Any dissemination of login credentials with respect to your User Account may lead to the suspension or termination of your access without reimbursement of any costs. We assume no responsibility for any loss that you may sustain due to compromise of your device or your User Account as well as providing access to any third party to your User Account.

5. Ownership Rights, License Rights, User Contributions

- 5.1. **Ownership of Your Contributions.** You retain ownership of your rights in any Contribution you post through the Coub Services, subject to the non-exclusive rights that you grant to us as described in this Agreement.
- 5.2. **Your License to Coub.com Ltd and its affiliates.** You hereby grant the Company, Coub.com Ltd, and its affiliates, a world-wide, royalty-free, freely transferable, freely sublicensable (through unlimited levels of sublicense), non-exclusive license to use, reproduce, modify, transmit, distribute, publicly perform and display (including in each case by means of a digital video and audio transmission), advertise in, on, and around, and create derivative works of any of your Contributions, in any form, media, or technology now known or later developed. You also hereby waive any moral rights you may have in such Contributions under the laws of any jurisdiction and, to the extent such rights cannot be waived, you hereby grant the Company, its affiliates and their sublicensees the right to use your name, username and any such feature in relation to which you hold moral rights in connection with the Contribution and the Coub Services. We may (but are not obligated to) display your Contributions, including your username.
- 5.3. **Your License to Other Users.** You further grant all users of the Coub Services permission to view and use your Contributions for their personal, non-commercial purposes. This includes the right to copy and make derivative works from your Contributions to the extent necessary to view the Contributions or create another Coub from any Coub or Contribution created by you. The foregoing licenses are in addition to any license you may decide to grant (e.g., a Creative Commons license).
- 5.4. **Duration of Licenses.** The above licenses will continue for each Contribution unless you terminate the licenses in accordance with Clause 5.5, in which case the licenses will terminate within a commercially reasonable period of time. Notwithstanding the foregoing, a) the license for legal archival/preservation purposes will continue indefinitely; b) if, prior to such removal, the Company has distributed, or developed specific plans to distribute, any electronic, printed, or other materials containing such Contribution (e.g., in advertising, promotion or otherwise), the Company has a the right to continue to distribute those materials during commercially reasonable period; c) in relation to any part of the Contribution that was included into a Coub, another

Contribution or derivative work prior to your removal of the Contribution, the above licenses shall continue indefinitely. Please note that any removed Contribution may be cached in search engine indices after removal and that the Company has no control over such caching.

- 5.5. **Termination.** You may terminate the license at any time by sending a written notice to us as set out in this Clause 5.5. Your termination notice must be signed by you, include your telephone number and email address, and be sent by first class mail, postage prepaid, to Coub.com Ltd Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands, Attn: DMCA Notice with the copy to support@coub.com. In addition, the notice must clearly identify the Contribution at issue, describe the specific use of the Contribution you wish to end, and contain statements that you own or have an exclusive right to the Contribution and that all the information in the notice is true in the same manner as required for the DMCA Copyright Notice in Section 9 below.
- 5.6. **Ownership of Marks and Materials.** Except for all content created or generated by users as Contributions, the content provided through the Coub Services or the Website, including without limitation, audio, video, text, visual arts, graphics, sound recordings, animation, music recordings, digital files containing content that can be displayed on the Coub Services, with or without accompanying sound or audio, which content may be fixed, recorded, stored or transmitted in any medium now existing or hereafter developed ("**Materials**") and the trademarks, service marks and logos contained therein ("**Marks**"), are owned by or licensed to the Company, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. All software and mobile applications provided by the Company is protected by the copyright laws of the United States of America and international copyright treaties. Materials provided to you through the Coub Services are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. The Company reserves all rights not expressly granted in and to the Materials and the Marks. You agree to not engage in the use, copying, or distribution of any of the Materials including any use, copying, or distribution of third parties' materials obtained through the Coub Services for any commercial purposes other than as expressly permitted by the Company. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Coub Services or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Coub Services or the Materials therein.
- 5.7. **Third Party Materials.** The Company may from time to time make available certain Materials owned by third parties through the Coub Services ("**Third Party Materials**"). The use of Third Party Materials may be subject to additional rules and restrictions that the Company will communicate to Users in connection with such Materials.

6. **The Company's Right to Manage the Coub Services and Terminate Users**

- 6.1. **The Company's Management of the Coub Services.** The Company reserves the right but does not have the obligation to: (a) monitor the Coub Services for violations of this Agreement, the Company's policies and the Community Rules; (b) take appropriate legal action against anyone who, in the Company's sole discretion, violates this Agreement or other applicable rules, including without limitation, reporting you

to law enforcement authorities; in the Company's sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's Contribution or any portion thereof that may violate this Agreement, the Community Rules or any Company policy; (d) in the Company's sole discretion and without limitation, notice or liability to remove from the Coub Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to the Company's systems; (e) terminate the User Account(s) of repeat infringers; and (f) to otherwise manage the Coub Services in a manner designed to protect the rights and property of the Company and others and to facilitate the proper functioning of the Coub Services.

- 6.2. **The Company's Right to Terminate Users.** WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, THE COMPANY RESERVES THE RIGHT TO, IN THE COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE COUB SERVICES TO, ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

7. **Term**

This Agreement shall remain in full force and effect while you use the Coub Services or have a User Account. You may terminate your use of Coub Services at any time, for any reason. Pursuant to Section 6.2 above, the Company may terminate your use or participation at any time, without warning. Even after your use and participation is terminated, this Agreement will remain in effect, including sections 1, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16 and 17.

8. **Noncommercial Use by Users**

The Coub Services are for the personal use of Users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the Company. You shall not without the express written consent of the Company:

- 8.1. make any unauthorized use of the Coub Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited messages; or
- 8.2. engage in unauthorized framing of or linking to the Website without reference or attribution to Coub as the provider of the Coub Services.

9. **Copyright Policy**

We respect the intellectual property rights in creative works and of those who create them, and take violations of those rights seriously and expect that you do the same when you use Coub Services. In appropriate circumstances and at the Company's discretion, it is the policy of the Company to disable and/or terminate the User Accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others. Because the Company takes matters of intellectual property rights violations seriously, we will respond expeditiously to claims of copyright infringement committed using the Coub Services that are reported to Coub's designated copyright agent ("**Coub Copyright Agent**"), identified in the notice discussed at <https://coub.com/dmca>.

10. Modifications

The Company may modify this Agreement from time to time, which modifications shall be incorporated into the Agreement and become binding on users in accordance with the introductory text at the beginning of this Agreement from the date when the updated version of this Agreement is posted in Legal section of the Website. In addition to making available updated version of this Agreement, the Company may, but is not obligated to, alert all Users by such means as the Company sees fit. Any and all changes to or restatements of this Agreement will be reflected on the Website after the words "Effective Date" at the top of this Agreement. You agree to be bound to any changes to this Agreement when you use the Coub Services after any such modification or Effective Date change is posted. It is therefore important that you regularly review this Agreement and keep your contact information current to ensure you are informed of any changes.

11. Notices and Contact Information

Except as otherwise provided in this Agreement, the Company will give you any notices by posting them on the Website and applications. Since notice of any material change to this Agreement will be posted to the Website and applications for at least 30 (thirty) days, we encourage you to visit the Website and applications at least that often. You also authorize the Company to send notices (including notice of subpoenas or other legal process, if any) via electronic messages to either your User Account or to the email address that we have on record for you. You must check the Website and applications for notices, and you will be considered to have received a notice when it is made available to you by posting on the Website or applications or when sent by the Company to your email address via electronic mail, whether or not reviewed by you. The Company may provide notice to any e-mail or other address that you provide to us. You must keep your address current and any notice sent by the Company to the address that you have most recently provided is effective notice. With the exception of notices related to copyright infringement as described in Sections 10 above, you must send us any notice by mailing it to our address for Legal Notices which is: Coub.com Ltd Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands, Attn: DMCA Notice.

12. Disputes between Users

You are solely responsible for your conduct. The Company reserves the right, but has no obligation, to monitor disputes between you and other Users.

13. Disputes with the Company

ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ITS FORMATION, PERFORMANCE, OR ALLEGED BREACH) OR YOUR ACCESS TO OR USE OF THE MATERIALS, CONTRIBUTIONS AND WEBSITE, INCLUDING WITHOUT LIMITATION YOUR OR OTHERS' DOWNLOADING OR CONSUMPTION OF MATERIALS OR OTHER MATERIALS AVAILABLE BY MEANS OF THE COUB SERVICES OR THIRD PARTY APPLICATIONS OR WEBSITES, YOUR UPLOADING CONTRIBUTIONS TO THE WEBSITE, OR YOUR PURCHASING OF GOODS OR SERVICES FROM THIRD PARTIES, WILL BE EXCLUSIVELY RESOLVED UNDER CONFIDENTIAL BINDING ARBITRATION HELD IN NEW YORK BEFORE AND IN ACCORDANCE WITH THE RULES FOR ALTERNATIVE DISPUTE RESOLUTION ESTABLISHED BY THE ALTERNATIVE DISPUTE RESOLUTION FIRM ORIGINALLY KNOWN AS JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., N/K/A JAMS, THE RESOLUTION EXPERTS ("**JAMS**"). NOTWITHSTANDING THE FOREGOING, FOR ANY DISPUTE YOU HAVE WITH THE COMPANY, YOU AGREE TO FIRST CONTACT US AND ATTEMPT TO RESOLVE THE DISPUTE WITH US INFORMALLY AND THE COMPANY WILL HAVE THE RIGHT TO SEEK INJUNCTIVE RELIEF TO ENFORCE THIS AGREEMENT

OR TO STOP OR PREVENT AN INFRINGEMENT OF PROPRIETARY OR OTHER THIRD PARTY RIGHTS. IN THE EVENT OF LITIGATION OR TO COMPEL ARBITRATION OR TO ENFORCE AN ARBITRATION AWARD UNDER THIS SECTION, OR TO OBTAIN AN INJUNCTION UNDER THIS SECTION, THE PARTIES HEREBY IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK. THIS AGREEMENT WILL BE GOVERNED AND INTERPRETED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF NEW YORK.

14. Disclaimers

The Company cannot control the nature of the content available through the Coub Services. By providing and operating the Coub Services, the Company does not represent or imply that the Company endorses any comments, Contributions or other content available on or linked to by the Coub Services, including without limitation any Third Party Materials, content hosted on third party Websites, or that the Company believes Contributions, Third Party Materials, comments or other content to be accurate, useful or nonharmful.

YOU AGREE THAT YOUR USE OF THE COUB SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE COUB SERVICES AND YOUR USE THEREOF.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S OR COUB SERVICES' CONTENT, CONTRIBUTIONS, OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITE OR THE COUB SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE OR THE COUB SERVICES, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR THE COUB SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE OR THE COUB SERVICES BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR THE COUB SERVICES.

THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR THE COUB SERVICES OR ANY MOBILE APPLICATION, HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE COUB SERVICES, INCLUDING ANY MOBILE APPLICATIONS OR OTHER SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ("**PERFORMANCE**") ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**", WITH ALL FAULTS AND WITHOUT WARRANTY

OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PERFORMANCE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PERFORMANCE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY THE PERFORMANCE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PERFORMANCE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVE(S) SHALL CREATE A WARRANTY.

15. Limitation on Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE COUB SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE COUB SERVICES DURING THE TERM OF YOUR USE OF THE WEBSITE OR THE COUB SERVICES

16. Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, if any, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Contributions, use of the Coub Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Contribution that you post on the Website or through the Coub Services causes the Company to be liable to a third party.

17. Other

This Agreement together with our Privacy Policy and any other exhibits or documents linked to it or incorporated into this Agreement by reference, constitutes the entire agreement between you and the Company regarding the use of the Coub Services. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. The terms and conditions contained in this Agreement may not be modified by you except in a writing duly signed by you and an authorized representative of the Company. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.