

ARTBREEDER TERMS OF USE

Last Updated: November 20, 2019

These terms of use (“Terms of Use”) are an agreement between you and Morphogen, Inc. (“Morphogen”). These Terms of Use affect your legal rights and obligations. Please read them carefully. If you have any other questions about these Terms of Use, please contact us at: support@morphogen.io.

Acceptance

- By using the Artbreeder website or any associated services (“Artbreeder”), you agree to be bound by these Terms of Use. If you do not agree to be bound by all of these Terms of Use, do not access or use Artbreeder.

Age Restrictions

- You must be at least 13 years old to use Artbreeder.

Image Ownership and Intellectual Property

- Each Artbreeder image is owned by the user who created that image.
- You agree to license any images you create on Artbreeder under the Creative Commons CCo license. This effectively releases any image you create on Artbreeder into the public domain. Such images may be used by anyone for any purpose, with or without attribution. If you use another user’s image, please consider providing attribution in the form of a link to the image’s lineage page.

Your Account

- To use some of Artbreeder’s features, you must create an account. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure.
- You must not create accounts with the website through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- Morphogen may modify or terminate the website or your account at any time for any reason.
- You may deactivate your account by emailing the support email.
- If your account is deactivated or terminated for any reason, the licenses you granted to Morphogen and Artbreeder users remain in effect. This means Artbreeder and its users may still use your Artbreeder images even after your account is deactivated or terminated.

Your Uploaded Images

- Artbreeder allows you to upload images. You agree to only upload images that you own or for which you have the necessary licenses, rights, and permissions, or that are in the public domain. You agree not to upload any copyrighted image unless you have permission from the owner of the image or you are otherwise legally entitled to upload the image.
- Morphogen takes no responsibility for any liability you may incur from uploading images for which you do not have the necessary licenses, rights, and permissions.

DMCA Policy

- If you believe an image on Artbreeder infringes on a copyright you own, you may request removal of that image by sending a written notice to our registered DMCA agent. The written notice must contain:
 - Your physical or electronic signature.
 - Identification of the image you believe to have been infringed or, if the claim involves multiple images, a representative list of such works.
 - Identification of the images you believe to be infringing in a sufficiently precise manner to allow us to locate those images.
 - Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
 - A statement that you have a good faith belief that use of the copyrighted images is not authorized by the copyright owner, its agent, or the law, including under the doctrine of fair use.
 - A statement that the information in the written notice is accurate.
 - A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- If you believe that an image you uploaded or created is removed from Artbreeder incorrectly, you may file a counter-notice with our registered DMCA agent. The counter-notice must contain:
 - Your physical or electronic signature.
 - An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
 - Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
 - A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.

- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.
- For both of the above provisions, notice should be sent to our registered agent at: support@morphogen.io

Conditions of Use

- You agree to comply with all laws, rules, and regulations (for example, federal, state, local and provincial) applicable to your use of Artbreeder, including but not limited to, copyright laws.
- You must not change, modify, adapt, or alter Artbreeder or change, modify or alter another website so as to falsely imply that it is associated with Artbreeder.
- You must not interfere or disrupt Artbreeder, including by transmitting any worms, viruses, spyware, malware or any other disruptive or destructive code.
- You must not inject code or otherwise alter or interfere with the way any Artbreeder page is rendered or displayed in a user's browser or device.
- We may remove your images at any time for any reason. Therefore, it is your responsibility to maintain your own backup of your Artbreeder images. Artbreeder will not be liable to you for the loss of any images.

Disclaimer of Warranties

- Your use of Artbreeder is at your sole risk. While Artbreeder attempts to make your access to and use of our website safe, we cannot and do not represent or warrant that our website or servers are free of viruses or other harmful components. Artbreeder is provided “as is” and “as available” without warranties of any kind.

Indemnification

- To the fullest extent permitted by applicable law, you will indemnify Morphogen and each of our respective officers, directors, agents, partners and employees from and against any loss, liability, claim, demand, damages, expenses or costs (“Claims”) related to your use of Artbreeder that violates these Terms of Use or infringes on the rights of another. You agree to promptly notify Morphogen of any third-party Claims, cooperate with Morphogen in defending such Claims and pay all fees, costs, and expenses associated with defending such Claims.

Limitation of Liability

- Morphogen will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect,

consequential, exemplary, incidental, punitive or special damages or lost profits, even if Morphogen has been advised of the possibility of such damages.

- The total liability of Morphogen, for any claim arising out of or relating to these Terms or your use of Artbreeder, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use Artbreeder.
- The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Morphogen or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Jurisdiction and Venue

- Any legal suit, action, or proceeding arising out of or relating to these Terms of Use shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Berkeley California and County of Alameda.

Changes to the Terms of Use

- Morphogen may make changes to these Terms of Use from time to time. If we make changes, we will post the amended Terms of Use on the Artbreeder website and update the “Last Updated” date above. The amended Terms of Use will be effective immediately and your continued access to and use of Artbreeder will constitute acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.