

# QuickFrame

## QuickFrame AI Terms and Conditions

Updated April 13, 2026

Please read these terms and conditions carefully before accessing and using QuickFrame AI and the related services offered by MNTN, Inc. (“**MNTN**”, “**we**”, “**us**”, or “**our**”). These terms and conditions (the “**QF AI Terms**” or “**Agreement**”) govern your (“**Customer**”, “**you**”, or “**your**”) access to and use of MNTN’s proprietary video generation software and related services (the “**Services**”), including through the purchase of a subscription (“**Subscription**”) to use the Services. By purchasing a Subscription or otherwise accessing or using the Services, you accept and agree to be bound by these QF AI Terms. If you do not accept these QF AI Terms, then you may not use the Services.

### 1. Platform Access and Restrictions.

- a. *Platform Access.* The Services are offered through MNTN’s QuickFrame AI platform accessible via ai.quickframe.com (the “**Platform**”). Subject to your compliance with these QF AI Terms, MNTN hereby grants to you a limited, nonexclusive, nontransferable, revocable license, during the Term, to access and use the Services for your internal business purposes. All rights not expressly granted herein to Customer are reserved to MNTN, its affiliates and licensors. Customer will be given access to the Platform once Customer indicates Customer’s acceptance of this Agreement to MNTN in Customer’s account.
- b. *Access Restrictions.* You shall not: (i) share your Subscription with any third party, or otherwise license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Platform available to any third party; (ii) use the Platform in the operation of a service bureau or similar service for third parties; (iii) modify, copy or create derivative works based on the Platform or Services; (iv) disassemble, reverse engineer, decompile or otherwise seek access to the source code of the Platform; (v) access the Platform or Services in order to build a competitive product or service; (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Platform, Services or the data contained therein; (viii) attempt to gain unauthorized access to the Platform or its related systems or networks; (ix) remove from the Platform or Services any language or designation indicating the confidential nature thereof or the proprietary rights of MNTN; or (x) use the Platform or Services in any manner not expressly permitted under this Agreement.

## 2. AI Content.

- a. *User Generated Content.* You are responsible for any text you type or images, content, or data you upload into the Services (“**Input**”), as well as any text, images, or content generated by the Services through your use of the Services or through prompts you provide to the Services (“**Output**”, together “**AI Content**”). You represent and warrant that you have all rights, licenses, and permissions needed to provide Input to the Services. You agree that you will not use the Services to create any AI Content that is harmful, misleading, or violates the rights of any third party. MNTN reserves the right to suspend, terminate, or otherwise modify your access to the Services as determined in our sole discretion if we identify any such misuse.
- b. *Ownership and Use of AI Content.* As between you and MNTN, and to the extent permitted by applicable law, you retain ownership of all Input and any intellectual property rights with respect to any Input. AI Content may only be accessed and used via the Platform. You may not download or otherwise use or share AI Content outside of the Platform. You may use AI Content in your advertising campaigns published via the Platform, provided that you are solely responsible for using such AI Content, including ensuring that such AI Content does not contain any illegal, offensive, indecent, inappropriate or objectionable conduct or content.
- c. *Content Disclaimer.* Your use of the Services and any content or materials provided therein or therewith is at your sole risk. You acknowledge that the Services and AI Content are being provided “as is” and “as available”. Although we have no obligation to monitor any AI Content, we have absolute discretion to remove AI Content at any time and for any reason without notice. We may also monitor such AI Content to detect and prevent fraudulent activity or violations of these or other applicable terms. You understand that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. Due to the nature of the Services and artificial intelligence generally, output may not be unique, and other users may receive similar output from our Services. MNTN does not warrant or guarantee the accuracy, quality, completeness or reliability of any AI Content, or that any AI Content or use thereof does not infringe any third-party rights. We take no responsibility and assume no liability for any AI Content, including any omissions, errors, loss or damage to any of the AI Content.
- d. *Output Limits.* MNTN may impose limits on the number of Outputs you can create with the Services. You may be notified if you have reached the maximum number of Outputs for your account.
- e. *Licenses to Customer Input.* MNTN may use AI Content and other data regarding your use of the Services to improve the Services. You grant MNTN the limited, non-transferable, non-exclusive, revocable license to use the AI Content solely for the purpose of including the Output in

MNTN's marketing materials, websites, and portfolio of successful projects.

### 3. Fees and Payment.

- a. *Fees.* You are responsible for paying all fees incurred by you, or any third party acting on your behalf, in your QuickFrame AI account (collectively, the "**Fees**"), including without limitation Fees associated with any monthly or other periodic Subscription agreed to you at checkout in the Platform ("**Subscription Fees**").
- b. *Payment Terms.* You shall pay all amounts due to MNTN under this Agreement by credit card or debit card. Unless otherwise agreed in writing by MNTN, Subscription Fees are automatically charged monthly and once charged are non-refundable. Such Fees may include subscription fees in an amount agreed to by you in the Platform. You represent and warrant that you have the right to use any payment method that you submit in connection with a payment. You authorize us to charge your payment method, including any updated payment method information we receive, for any charges you are responsible for under these QF AI Terms. You agree that MNTN (or its third party payment processor) may store and continue billing your payment method (e.g. credit card) to avoid interruption of the Services.
- c. *Taxes.* The Fees described in this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding U.S. taxes based on MNTN's net income) unless Customer has provided MNTN with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to MNTN on account thereof.

### 4. Term and Termination.

- a. *Term.* The term of this Agreement shall be for as long as MNTN makes available, and Customer makes use of, any aspect of the Services (the "**Term**").
- b. *Termination.* Customer may terminate its Subscription to the Platform at any time through Customer's QuickFrame AI account. All subscription fees due or paid prior to such termination are non-refundable. MNTN may terminate this Agreement at any time, with or without cause, upon written notice to Customer (Platform notification or email sufficing).
- c. *Effect of Termination.* Upon termination of this Agreement: (i) all licenses and rights granted to Customer hereunder shall terminate immediately and Customer shall cease using the Services; (ii) Customer will pay any unpaid fees payable to MNTN related to Services provided through the date of termination under this Agreement or the applicable Order Form; and (iii) each party shall destroy all copies of Confidential Information of the other party.

5. **Professional Services.** Through your use of the Platform, you may be offered the opportunity to engage MNTN to provide professional creative services (collectively, “Creative Services”), including through working with one of our video pros to produce video ads or other creative deliverables. Any such professional services will be provided pursuant to an order form or statement of work executed between the Customer and MNTN, and will be subject to MNTN’s QuickFrame marketplace terms and conditions available at <http://quickframe.com/client-terms>.

6. **Confidentiality.**

- a. *Confidential Information.* “**Confidential Information**” of a party means all confidential and proprietary data and information of the disclosing party that is submitted to or learned by the receiving party in connection with the Agreement, including information relating to either party’s customers, technology, operations, facilities, products, systems, procedures, practices, research, development, employees, business affairs and financial information. Neither party may disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party’s prior written consent, or use such Confidential Information for purposes outside the scope of the Agreement. Each party may disclose the Confidential Information of the other party only to its employees, officers, directors, consultants, contractors, and agents (collectively, “**Representatives**”) who need to know such Confidential Information for the purposes of the Agreement. Each party will advise its Representatives of their responsibilities under this Agreement and be responsible for any breach of this Section by its Representatives. For purposes of clarity and without limiting the foregoing, MNTN shall have the right to disclose Customer’s Confidential Information to its Representatives who are providing Services in connection with the Agreement, provided that the Representatives are bound by confidentiality obligations at least as restrictive as the obligations in this Section. Confidential Information shall not include information that is: (i) or becomes publicly available (other than by disclosure by the receiving party in violation of the Agreement); (ii) previously known to the receiving party without an obligation of confidentiality; (iii) independently developed by the receiving party outside the Agreement; or (iv) rightfully obtained by the receiving party from third parties without an obligation of confidentiality. The confidentiality obligations of each party in this Section shall survive for one year after termination of the Agreement, and to the extent that the Confidential Information disclosed by the disclosing party under the Agreement contains trade secret information, such Confidential Information will be subject to the protection of the Agreement for the longest period of time permitted under any applicable law.
- b. *Exclusions/Remedies.* The obligations in this Section do not restrict any disclosure by either party pursuant to any applicable law, or by order of

any court or government agency (provided that the disclosing party will give prompt notice to the non-disclosing party of such order, if legally permissible, so that the non-disclosing party may seek a protective order or other appropriate remedy). In the event of a breach of this Section or other compromise of Confidential Information of which a party is or should be aware (whether or not resulting from a breach), such party will immediately notify the other party in a writing detailing all information known to such party about the compromise, the Confidential Information affected, and the steps taken by such party to prevent the recurrence of such breach and to mitigate the risk to the other party. The parties agree that in the event of a breach or anticipated breach of this Section, the affected party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

## 7. **Copyright Complaints.**

- a. *Our Policy.* In accordance with the Digital Millennium Copyright Act (“**DMCA**”) and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, the accounts of users who infringe the intellectual property rights of others (our “**DMCA Policy**”).
- b. *Reporting Claims of Copyright Infringement.* If you believe that any content on our Services infringe any copyright that you own or control, you may notify MNTN’s designated agent (your notification, a “**DMCA Notice**”) as follows:

By Certified Mail:

MNTN, Inc.  
Attn: Copyright Agent  
823 Congress Avenue #1827  
Austin, TX 78768  
By Email: [legal@mountain.com](mailto:legal@mountain.com)

Please see Section 512(c)(3) of the DMCA for the requirements of a proper notification. If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. If you knowingly materially misrepresent that any activity or material on our Services is infringing, you may be liable to MNTN for certain costs and damages.

8. **Indemnification.** To the extent permitted by applicable law, Customer will indemnify, defend and hold harmless MNTN and its parent, subsidiaries and affiliates and their respective directors, employees and agents from and against any losses, liabilities, claims, demands, damages, expenses, or costs (“**Claims**”) made or brought by a third party arising from or relating to Customer’s: (i) gross

negligence or willful misconduct that arises from or is related, directly or indirectly, to this Agreement; (ii) breach of any term, condition, covenant, representation or warranty under this Agreement; (iii) use of the Platform or Services in a manner not contemplated hereunder, including any use that violates any applicable law or regulation or any right of a third party; (iv) any allegation that the Input or use of the Services violates any applicable laws, or (v) any allegation that the Input infringes any patent, copyright, trademark or other proprietary right, or misappropriates any trade secret of any third party. Customer shall pay any damages (including reasonable attorney's fees) finally awarded by a court or agreed to by Customer in a settlement with respect to such claims; provided that Customer will not enter into any settlement that adversely affects MNTN's rights, imposes any liability upon MNTN, or does not provide a complete release of MNTN without MNTN's prior written consent (not to be unreasonably withheld).

9. **Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MNTN BE LIABLE FOR ANY LOST DATA, LOSS OF REVENUE, ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF MNTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF MNTN, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS PAID BY CUSTOMER TO MNTN IN THE SIX (6) MONTH PERIOD PRECEDING THE INITIAL CLAIM GIVING RISE TO LIABILITY HEREUNDER. CUSTOMER ACKNOWLEDGES THAT MNTN HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

10. **Dispute Resolution; Arbitration Agreement; No Class Action.**

- a. *Dispute Resolution.* If a dispute or claim arises under this Agreement (a "**Dispute**") that the project managers or primary business contacts of each party are unable to resolve, a party will notify the other party of the Dispute in writing (which may be via email) with as much detail as possible. Customer and a MNTN senior business representative with full authority to resolve the Dispute will use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the parties' senior business representatives are unable to resolve the Dispute, or agree upon the appropriate corrective action to be taken, within such ten (10) business days, then either party may pursue arbitration as set forth in Section 10.b below.

- b. *Arbitration.* All Disputes that remain unresolved following the process set forth in Section 10.a above shall be finally settled under by arbitration in Los Angeles, California, before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Notwithstanding the foregoing, either party hereto shall be entitled to seek injunctive or equitable relief from a court of competent jurisdiction without the necessity of posting bond or proving actual damages.
- c. *Class Action Waiver.* To the fullest extent permitted by applicable law, Customer and MNTN each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. Customer and MNTN understand that by agreeing to this class action waiver, each may only bring a Dispute against one another in an individual capacity, not as a representative or member of a purported class, or as a Private Attorney General.
- d. *Governing Law.* This Agreement, and any Dispute arising out of or related to this Agreement, shall be governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of California, excluding its conflicts of law rules, regardless of Customer's country of origin or where Customer accesses the Platform. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **11. Miscellaneous.**

- a. *Force Majeure.* Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder (except for failure to timely pay) if such delay or default is caused by conditions beyond its reasonable control including without limitation acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), acts of terrorism, wars or insurrections.
- b. *Relationship of the Parties.* No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever.

- c. *Assignment.* Customer may not assign or transfer this Agreement, in whole or in part, without MNTN's prior written consent (not to be unreasonably withheld, conditioned or delayed). MNTN may freely transfer and assign this Agreement or any of its rights and obligations hereunder. Any assignment in contravention of this provision will be null and void. The parties' rights and obligations under this Agreement will be binding on and will inure to the benefit of all permitted assignees and successors in interest.
- d. *Entire Agreement; Amendments and Modifications; Waivers.* This Agreement contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby (including any provision contained in any invoice, purchase order or other documentation that is different from or in addition to this Agreement). The provisions of this Agreement may not be amended by either party except by an agreement in writing signed by authorized representatives of both parties; provided, however, that MNTN may modify these QF AI Terms from time to time, and any modifications become effective upon Customer's first access to or use of the Services after such modification. If MNTN makes significant changes to these QF AI Terms, MNTN will notify Customer by providing notice via QuickFrame AI or by sending an email, indicating that these QF AI Terms have been changed. Customer's continued use of the Services after the modifications have become effective will be deemed Customer's conclusive acceptance of and consent to the modified QF AI Terms. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion.
- e. *Notices.* All notices, requests, demands and other communications hereunder will be in writing (including email). Any hard copies of such communications will be deemed to have been duly given on the next day if delivered personally or sent by express courier to such party. All notices will be sent to the following address:

If to Customer, to the name and address or email address provided upon registration for the Services.

If to MNTN:

MNTN, Inc.

Attn: Christopher Innes, Chief Operating Officer

823 Congress Avenue #1827, Austin, TX 78768

Email: [innes@mountain.com](mailto:innes@mountain.com)

with copy to: [legal@mountain.com](mailto:legal@mountain.com)

Such addresses may be changed by notice given by one party to the other pursuant to this Section.

- f. *Severability.* If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.
- g. *Survival.* The terms and conditions of Sections 2.b (Ownership and Use of AI Content), 4.c (Effect of Termination), 6 (Confidentiality) as specified therein, 8 (Indemnification), 9 (Limitation of Liability), 10 (Dispute Resolution; Arbitration Agreement; No Class Action) and 11 (Miscellaneous) are expressly intended to survive any expiration or termination of this Agreement.