Standard Terms of Use for Aliyoop Platform

 IMPORTANT: THESE ALIYOOP STANDARD TERMS FOR USE OF THE ALIYOOP PLATFORM AND ITS RELATED SERVICES CONSTITUE A LEGAL AGREEMENT (the "**AGREEMENT**") BETWEEN YOU AND/OR THE ENTITY YOU ARE ("**SUBSCRIBER**") AND Aliyoop Ltd. ("**ALIYOOP**").

READ IT CAREFULLY BEFORE REGISTERING FOR AND/OR UTILIZING THE ALIYOOP PLATFORM (AS THIS TERM IS DEFINED HEREUNDER) AND ANY RELATED SERVICE OR ANY COMPONENT THEREOF. THIS AGREEMENT DETERMINES THE LEGAL TERMS AND CONDITIONS GOVENRNING ANY USE BY YOU OF THE ALIYOOP PLATFORM AND ANY RELATED SERVICE PROVIDED HEREUNDER BY ALIYOOP INCLUDING, WITHOUT LIMITATION, SCOPE OF LICENSE, WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY REGISTERING AND/OR USING THE ALIYOOP PLATFORM, AND/OR RELATED SERVICES YOU ARE CONFIRMING YOUR FULL ACCEPTANCE OF, AND AGREEING TO BECOME BOUND BY, ALL THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT REGISTER FOR OR USE THE ALIYOOP PLATFORM OR ANY RELATED SERVICES ANY AND/OR ANY COMPONENTS THEREOF IN ANY WAY

1. <u>**General; Definitions**</u>

1.1. <u>General</u>.

    1.1.1. Aliyoop has developed and owns a proprietary software platform (the "**Platform**", as defined below), designed to enable business entities to communicate with customers, provide customer support, conduct marketing and/or sales with respect to their services and/or products via various channels including without limitation third party social media communication platforms and Aliyoop enables its business entity customers use of such Platform by means of a SaaS (Software as Service) model (the Services, as defined below);

    1.1.2. You, acting on behalf of yourself and/or as an authorized representative of the corporation you are representing (hereinafter, the person or entity utilizing the Platform and/or related Services is referred to hereunder as the "**Subscriber**"), hereby agree to subscribe for Aliyoop's Services and to obtain the right to use Platform for the purpose of marketing and selling the Subscriber's products and/or services to its End Customers via various third party software communication platforms; and Aliyoop is willing to provide such Services and licenses to Subscriber, subject to and in accordance with the terms and conditions set forth herein;

    1.1.3. You will subscribe to Aliyoop's Service (as defined below) as the Subscriber or on behalf of the Subscriber according to the terms and conditions of registration as set forth in Aliyoop Website (as defined below) ("**Registration Terms**").

1.2. <u>Definitions</u>:

    1.2.1. "**Platform**" means Aliyoop's proprietary software platform as further described at the Aliyoop Website, designed to enable the Platform Use

    1.2.2. "**Platform Use**" means the permitted use of the Platform and Services, which is to enable business entities who are Aliyoop subscribers to communicate with customers, provide customer support, conduct marketing and/or sales with respect to their services and/or products for customers via various channels including without limitation Third Party Platforms, email, in-app chat, SMS / RCS, WEB and others as further described at the Aliyoop Website attached hereto.

    1.2.3. "**Third Party Platforms**" mean various third-party social communication applications and/or platforms enabling communication via people online, which are listed as third-party platforms in <u>**Exhibit A**</u> attached hereto. Aliyoop shall be entitled to add and/or remove Third Party Platforms at its sole discretion.

    1.2.4. "**Third Party Payment Processor**" shall mean any third-party payment processor(s) and/or payment gateways, engaged by Aliyoop at any time at Aliyoop's sole discretion, for the purpose of providing online payment processing and gateway services enabling Subscribers to perform e-commerce transactions regarding the sale of their services and/or products via use of the Services and the Platform.

1.2.5. "**Subscriber Content**" mean any and all content conveyed by Subscriber or anyone on its behalf via the Services and/or Platform.

2.   **Subscription; Right to Use the Service; SLA**

2.1. Registration and Set Up. In order to utilize the Platform and Services, Subscriber shall be required to register via the Aliyoop website at the following URL: https://aliyoop.com/sign-up.html ("**Aliyoop Website**") by inserting certain information as required therein. Subscriber shall then choose and enter a personal password, which shall be considered Confidential Information and limited to Subscriber's use only, as further detailed in Section 3.1 below. In certain cases, Subscriber shall be required to download certain software for integration upon Subscriber's applications to enable Subscriber to utilize the Services and Platform ("**Aliyoop SDK**"). Any and all use of the Aliyoop SDK shall be subject to the license terms downloaded together with the Aliyoop SDK ("**SDK License Terms**") and, without derogating from the foregoing, it is clarified that the Aliyoop SDK may be used solely in connection with and for the purpose of utilizing the Services and Platform. Subscriber may only utilize the Aliyoop SDK once it has reviewed and fully agree to all the terms of the SDK License Terms.

2.2. Choice of Plan. Subscriber shall be entitled to register and subscribe for use of the Platform and Services either via Aliyoop's free plan, or one of its paid plans. The Aliyoop Free Plan enables limited features and functionality when using the Platform and Services, as further described in the Aliyoop Website. To the extent Subscriber shall wish to receive access to additional features and functionalities of the Platform and Services, Subscriber shall be required to register and subscribe for one of Aliyoop's paid plans, pursuant to which Subscriber shall be required to provide its credit card details as set forth in Section 2.3 below, and pay to Aliyoop due consideration for use of the Platform and Services in accordance with Aliyoops then current price list, as further described herein.

2.3. Credit Card; Automatic Billing. To the extent Subscriber shall have opted to register for use of the Platform and Services pursuant to the provisions of one of Aliyoop's paid plans, Subscriber shall be required to provide Subscribers credit card details. After completing the registration, Aliyoop will check your credit card details with the credit card company, and upon confirmation Subscriber shall be entitled to utilize the Platform and Services. Aliyoop may use a third-party service provider to manage credit card processing. Aliyoop or the third party service provider, as applicable, shall not be permitted to store, retain, or use billing information except for the sole purpose of credit card processing for the benefit of Aliyoop as consideration for Subscriber's use of the Platform and/or the Services. Any storage of credit card details by the third-party service provider shall be subject to such third-party service provider's privacy policy.

2.4. Right to Use the Service. Subject to the terms and conditions of this Agreement and of the Registration Terms, Aliyoop hereby grants to Subscriber a non-exclusive, non-transferable, non-sub-licensable, limited right to access and use the Service and Platform solely in order to use it for the Platform Use in accordance with the terms of this Agreement and of the applicable terms set forth in the Aliyoop Website only.

2.5. Usage Restrictions. Other than the rights expressly specified in this Agreement, no other right or interest whatsoever is granted to Subscriber in connection with the Service or to the Platform to which it provides access. Without limiting the foregoing, Subscriber may not: (i) use the Service for purposes other than the purposes for which it is intended as defined in this Agreement; (ii) rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Service or any part thereof; (iii) directly or indirectly, reverse engineer/compile, decompose, re-engineer, dissemble, copy, modify attempt to discover the source code, and/or bypass or breach any security device or protection used by the Service and/or the Platform; (iv) use the Service and/or Platform in any illegal manner or an immoral manner or (v) use the Services and/or Platform in connection with the marketing, sale and/or promotion in any manner of any of the following: alcohol, tobacco, illegal drugs, weapons, pornography and/or gambling.

2.6. Third Party Service Providers; Third Party Terms and Conditions. Subscriber agrees and acknowledges that in order to utilize the Services and Platform, it shall be required to use certain platforms and/or services made available by various third parties including, without limitation, the Third Party Platforms, and including the payment processing services provided by any Third Party Payment Processor engaged by Aliyoop in connection with the Platform and its use. Subscriber agrees and acknowledges that as use of the Platform shall necessarily require the use of third party platforms and/or services, which are subject to various third party terms and conditions, Subscriber agrees and undertakes to fully comply with any and all terms and conditions applying to the use of any such third party platforms and/or service including, without limitation, the terms and conditions of the Third Party Payment Processor, and of the Third Party Platform providers, which can be found in the applicable websites of the various Third Party Platform Providers and the Third Party Payment Processor (collectively, the "**Third Party Terms and Conditions**"). It is the Subscriber's sole obligation and responsibility to seek out and review the applicable Third

Party Terms and Conditions. For the avoidance of doubt, Aliyoop shall in no circumstances be liable or responsible for any act or omission of the Third Party Platform providers with respect to the Third Party Platforms and use thereof, and/or in connection with the Third Party Payment Processor and any services provided in relation thereto.

2.7. Service Availability; SLA. Aliyoop shall use best efforts to provide the Services in accordance with the terms of the Service Level Agreement attached hereto as **Exhibit B** ("**SLA**"). However, Aliyoop shall have no liability or responsibility in relation thereto, as further set forth in Section 9 below.

3.   **Subscriber Obligations**

3.1. Subscriber represents and undertakes that it shall utilize the Services and Platform solely in accordance with the provisions herein, and shall utilize the Third Party Platforms and/or Third Party Payment Processor in full compliance with any and all Third Party Terms and Conditions. Subscriber shall choose and enter a password in order to register for the services and to access the platform ("**Personal Platform Password**"). Subscriber shall treat such Personal Platform Password as confidential information, which may be disclosed only to employees of Subscriber with a need to know and not to any other person and/or entity. Subscriber shall inform Aliyoop in writing immediately upon becoming aware than any unauthorized person or entity has gained access to the Personal Platform Password, and shall be responsible and liable for any damages caused due to any unauthorized use of its Personal Platform Password.

3.2. Additionally, Subscriber shall utilize the Platform and Services in accordance with applicable laws and regulations, solely for the purposes permitted herein, and without derogating from the generality of the foregoing, Subscriber may not use the Platform and/or Services for any illegal and/or immoral purposes including, without limitation, any spamming of customers or other non-customary or illegal approach of customers.

3.3. In addition to any other undertaking or responsibility of Subscriber as set forth in this Agreement, Subscriber shall be solely responsible and liable for, and in connection with any and all claims, liabilities, damages, expenses, costs and/or law suits in connection with: (i) the manner in which Subscriber uses the Service and/or Platform (ii) Subscriber Content; (iii) any and all damages caused in connection with the marketing and/or sale of any of Subscriber's products and/or services including, without limitation, any third party claims and/or law suits in connection thereto; (iv) any and all claims from any third party customers in connection with the Products and/or Services, including with respect to any claims requiring refunds and/or returns and/or rectification, and/or any claims with respect to any payment made in relation thereto, including payments processed via the Third Party Payment Processor, regardless of whether Aliyoop serves under the circumstances as the Merchant of Record or not; (v) information, data or other content obtained by Subscriber from its customers; (vi) the use by Subscriber and/or any of its customers of the Third Party Platforms and/or the services provided by the Third party Payment Processor including, without limitation, any breach and/or other non-compliance with the any of the Third Party Terms and Conditions and also including, without limitation, any damages caused due to any defects in any Third Party Platform and/or in connection with the inability to use any Third Party Platform due to unexpected downtime, outages, defects or for any other reason; and/or (vii) with any and all applicable laws and/or regulations and/or with third parties' rights in connection with the use by Subscriber of the Platform and/or Services including, without limitation, with respect to any breach thereof, and including with respect to any laws and/or regulations relating to the Subscriber's products and/or services and/or the marketing and/or sale thereof (viii) any damages caused in connection with any spamming by Subscriber or anyone on its behalf including, without limitation, in connection with any fines incurred in relation thereto. To the extent that any damages, liabilities, claims, costs, expenses and the like are incurred by Aliyoop in connection to any of the foregoing ("**Damages**"), Subscriber shall fully indemnify and hold Aliyoop and its employees, directors and other representatives harmless against the foregoing Damages promptly upon Aliyoop's first request.

3.4. Notwithstanding anything to the contrary in this Agreement, and except for Aliyoop's indemnification obligations with respect to intellectual property infringement as set forth in Section 8, Subscriber is solely liable for the manner in which it uses the Services and the Platform including, without limitation, with respect to its use in compliance with applicable laws and/or any decisions, acts and/or omission Subscriber takes in connection with and/or as a result of its use of the Platform and/or Service ("**Platform Use**"). Aliyoop explicitly disclaims, and Subscriber explicitly releases and discharges Aliyoop from any and all liability, in connection with any Platform Use. In performing this Agreement, and in using the Platform and/or Services, Subscriber undertakes to comply with all applicable laws and regulations, including without limitation, privacy laws, laws for the security, and protection of databases, and registration and licensing requirements, and any laws relating to the marketing and sale of the products offered by Subscriber via the Platform.

4.   **E-Commerce Transactions**

4.1.   Within the framework of the Services, the Platform enables Subscriber to sell its products and/or services to its customers via e-commerce transactions. For such purpose, Aliyoop has engaged and may, from time to time engage and/or remove and/or replace, at Aliyoop's sole discretion, various Third Party Payment Processors which shall be responsible for performing the relevant services in connection with the transfer of payment from customers to Subscriber.

4.2.   Notwithstanding anything to the contrary, Aliyoop shall not be responsible and/or liable for any disagreements, disputes, issues regarding payment or non-payment, refund requests and refunds, discounts, callbacks, warranties, fraudulent payments and/or any other related issues regarding any e-commerce transaction between Subscriber and any third party, and any and all such issues shall be handled by Subscriber directly with the Third Party Payment Processor(s) and with the applicable customer(s).

4.3.   With respect to the aforementioned e-commerce transactions, Aliyoop offers two alternative models: (a) the Subscriber is recognized as the Merchant of Record with respect to the transaction; or (b) Aliyoop is recognized as the Merchant of Record with respect to the transaction. In the event of the former, Aliyoop shall be transparent as far as the Subscriber's customers are concerned. In the event of the latter – i.e. – Aliyoop shall serve as the Merchant of Records – then in such case, Aliyoop's name shall appear with respect to the payment process and on the credit card transaction process statement. Within the framework of Subscriber's initial account set up, Subscriber shall indicate whether it wishes for Subscriber or Aliyoop to be designated the Merchant of Record with respect to any e-commerce transactions. Such designated may be changed thereafter, subject to Aliyoop's consent. Unless otherwise determined, the Subscriber shall be considered the Merchant of Records by default.

4.4.   In the event that Aliyoop shall serve as the Merchant of Records with respect to any transaction, Subscriber's customers may under such circumstances approach Aliyoop for cashbacks, support, refunds, and any other issues regarding payment and/or the products and/or services sold via the Platform. Any and all customer communications shall be conveyed to Subscriber who shall be solely responsible and liable to handle such issues directly with the applicable customers. Subscriber shall immediately indemnify and hold Aliyoop harmless for any damages, liabilities, costs and/or expenses incurred by Aliyoop in connection with the foregoing. The foregoing shall also apply with respect to any approach to Aliyoop by any Third-Party Payment Processor, without derogating from the provisions of Section 4.5 below.

4.5.   Aliyoop shall instruct the Third-Party Payment Processor to withhold, with respect to each transaction, an amount equal to a certain percentage of the aggregate transaction fee as is determined at the Aliyoop Website at the following URL: https://app.aliyoop.com/console/organization-settings/billing ("**Withheld Fee**"), and the payment amount shall be conveyed to the Subscriber having such Withheld Fee deducted. The Withheld fee shall be held for a period of three (3) months, and in the event Aliyoop has not been approached with respect to payment issues regarding the applicable transaction upon the completion of such three (3) month period, then the Withheld Fee shall be conveyed to Subscriber. In the event of any request from a credit card company or other Third-Party Payment Processor for any payback or refund etc., Aliyoop shall be entitled, at its sole discretion, to instruct the Third-Party Payment Processor to convey such Withheld Fee to the credit card company or to the customer as applicable. Subscriber hereby irrevocably agrees to the foregoing and irrevocably waives any claims in relation to the foregoing. In any case of refunds or disputes after the three (3) month period, Aliyoop will be entitled to instruct the third-party payment processor to transfer subscriber funds to Aliyoop and if no funds exist, to receive payment directly from Subscriber.

4.6.   When Aliyoop is the Merchant of Record, Aliyoop shall be responsible to comply with any obligations as required by applicable law with respect to a Merchant of Record with respect to sales tax and VAT.

4.7.   Notwithstanding anything to the contrary, Aliyoop shall be entitled to deduct from any payment due to be conveyed to Subscriber in connection with any e-commerce transaction, any and all fees and other consideration due to be paid to Aliyoop in relation thereto, as set forth at the Aliyoop Website at the following URL: https://app.aliyoop.com/console/organization-settings/billing.

5.   **Consideration; Taxes**

5.1.   Consideration. As consideration for the rights and Service provider hereunder, Subscriber will timely pay all fees for the Service as set forth at the Aliyoop Website at the following URL https://app.aliyoop.com/console/organization-settings/billing.With respect to the portion of consideration related to the e-commerce fees, Aliyoop offers two alternate models, one model in which Aliyoop shall service as the Merchant of Record and the other in which Subsciber shall be considered the Merchant of Record, and the various terms applying thereto are as set forth at the Aliyoop Website at the following URL: https://app.aliyoop.com/console/organization-settings/billing.

5.2.   Subscription Fees. The Subscription Fees constitute the consideration for the access to and use of the functionalities and services of Platform, as described in this Agreement and the Aliyoop Website. Except as otherwise specified herein: (i) the fees for the Service are based on the Service purchased and not on actual usage thereof, and fees paid are non-refundable;

5.3. Invoicing; Reports. Subscriber is responsible for providing complete and accurate billing and contact information to Aliyoop. Aliyoop shall provide Subscriber a monthly report containing details of Subscriber's use of the Services during the previous month, and the consideration due to Aliyoop in relation thereto in accordance with the terms and conditions of payment

at the Aliyoop Website https://app.aliyoop.com/console/organization-settings/billing, together with a suitable invoice. Unless otherwise set forth herein or specifically agreed between Aliyoop and the Subscriber, Subscriber's credit card shall automatically be charged the due amount of consideration as set forth above on a monthly basis upon the date the invoice issued by Aliyoop, which shall generally be the 1ˢᵗ of each calendar month, and Aliyoop shall generate an invoice and put it on the Aliyoop Website and Aliyoop shall also send it to the email provided by the Subscriber upon registration. Notwithstanding anything to the contrary, Aliyoop's monthly report shall serve as the definitive and conclusive document with respect to the calculation of the consideration due to Aliyoop from Subscriber hereunder. Subscriptions to utilize the Platform and Services shall be renewed automatically using the credit card Aliyoop has on file on a monthly basis, unless this Agreement is terminated. To the extent this Agreement is not terminated, Subscriber authorizes Aliyoop to automatically charge Subscriber any amounts due to Aliyoop, in accordance with the provisions of Section 5.1 above each month, until such time as the Agreement is duly terminated as set forth in Section 11 below. To the extent the scope of Subscriber's usage of the Platform and Services shall lead to a relatively high level of consideration, Aliyoop reserves the right to charge the amounts due to be paid by Subscriber hereunder in the middle of any calendar month and Aliyoop shall generate an invoice as set forth above. Subscriptions to utilize the Platform and Services shall be renewed automatically using the credit card Aliyoop has on file on a monthly basis, unless this Agreement is terminated. To the extent this Agreement is not terminated, Subscriber authorizes Aliyoop to automatically charge Subscriber any amounts due to Aliyoop, in accordance with the provisions of Section 5.1 above each month, until such time as the Agreement is duly terminated as set forth in Section 11 below.

5.4.   Taxes. Aliyoop's fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, other charges, domestic or foreign-imposed by any federal, state, or local tax authority with respect thereto including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Subscriber is responsible for paying all Taxes associated with Subscriber's purchases hereunder. If Aliyoop has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5, Aliyoop will invoice Subscriber, and Subscriber will pay that amount unless Subscriber provides Aliyoop with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent Subscriber is required by law to withhold income-based taxes based upon the fees hereunder, Subscriber will deduct such tax from the fees payable to Aliyoop and remit them to the appropriate government authorities; provided that Subscriber sends Aliyoop a receipt showing the payment of such Tax, and provides Aliyoop with reasonable support and with sufficient evidence to enable Aliyoop to obtain any credits available to it. For clarity, Aliyoop is solely responsible for Taxes assessable against it based on its income, property and employees.

6.   **Privacy and Data Protection**

6.1.   In the course of the provision of the Services, data that may identify or make a natural person identifiable ("**Personal Data**") may be processed by Aliyoop on behalf of Subscriber. Subscriber represents that it has all the necessary rights to enable Aliyoop to process the Personal Data on its behalf including, without limitation, when required, any third party's consent, or to the extent required under any applicable data protection and privacy laws that a legal basis supports the lawfulness of the processing. In addition, to the extent required by the applicable data protection and privacy legislations, Subscriber is responsible for ensuring that all necessary information and privacy notices are provided to individuals whose Personal Data is processed by Aliyoop in the course of the provision of its Service.

6.2.   Subscriber shall be solely responsible and liable for its use of any such Personal Information and shall indemnify and hold Aliyoop harmless in relation to any damages liabilities and/or costs incurred by Aliyoop in relation thereto.

6.3.   Aliyoop represents that it will only use such Personal Information processed by when providing the Services to Subscriber for the purposes set forth by Subscriber under the Agreement and shall not use the Personal Information for any other purposes.

7.   **Proprietary Rights**

7.1.   Aliyoop's Rights. Aliyoop owns and shall retain all right, title, and interest, including without limitation any and all Intellectual Property Rights (as defined below), in and to (i) the Service and the Platform provided thereby, and all the underlying software and technology related thereto, and any and all updates, upgrades, new versions, modifications thereof; and any improvements, enhancements or developments thereto; including without limitation if such updates and engagements are conceived and/or develop; and (ii) to the brand names, logos and trademarks related to the foregoing, as well as the "look and feel" of the user interfaces of the Platform, except for any of Subscriber's proprietary logos, trademarks, brand names and the like used by Subscriber with respect to its use of the Services and/or the Platform ("**Subscriber's Trademarks**").

7.2.   Subscriber Rights. Subscriber owns and shall retain all right, title, and interest, including without limitation any and all Intellectual Property Rights (as defined below), in and to the Subscriber Content and to Subscriber's Trademarks.

7.3.   For the purpose of this Agreement, "**Intellectual Property Rights**" means any and all intellectual property rights, whether registered or not, worldwide including, without limitation, all the following: (i) copyrights, including moral rights, registrations, and applications for registration thereof; (ii) computer software programs, data and documentation; (iii) patents, patent applications and all related continuations, divisional, reissue, design patents, applications and registrations thereof, certificates of inventions; and (iv) trademarks, trademark applications, domain names, trade secrets and Confidential Information (as defined below).

7.4.   Feedback. Aliyoop may, at its discretion and for any purpose, freely use, modify, and incorporate into the Platform and/or the Service any feedback, comments, or suggestions provided by Subscriber or any of its customers, if any, without any additional obligation of Aliyoop towards Subscriber or its customers, and all such modifications and the rights thereto shall be owned by Aliyoop, as stated in Section 5.1 above and are hereby irrevocably assigned to Company.

8.   Warranty; SLA; Warranty Disclaimer

8.1.   Representations. Aliyoop represents and warrants to Subscriber that it shall use best commercial efforts to ensure that the Services are provided in accordance with the terms of the SLA. In the event of any non-compliance by Aliyoop with the terms of the SLA, Aliyoop shall use best commercial efforts to rectify such non-conformity within a reasonable period as set forth in the SLA. Subscriber shall not be afforded any other remedy in connection thereto, other than the right to terminate the Services in accordance with the terms of Section 10.2 below.

8.2.   SUBSCRIBER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREUNDER IN SECTION 7.1 ABOVE, THE PLATFORM AND SERVICES MADE AVAILABLE BY ALIYOOP UNDER OR IN CONNECTION WITH THIS AGREEMENT, ARE ALL PROVIDED ON AN "AS IS" BASIS. ALIYOOP EXRESSLY DISCLAIMS ANY AND ALL ACCOMPANYING WARRANTIES AND/OR REPRESENTATION RELATING TO ANY AND ALL SUCH AFOREMENTIONED WORK, SERVICES AND MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

9.   Indemnification by Aliyoop

9.1.   Indemnification obligation. Aliyoop will defend Subscriber from and against any claim by a third party against Subscriber to the extent the claim is based on an allegation that the Service or the Platform provided by it, infringes upon, or misappropriates, any Intellectual Property Rights of a third party ("**Infringement Claim**"), and shall indemnify Subscriber against all liabilities, damages, costs (including settlement costs and reasonable attorneys' fees) awarded by a competent court, arbitrator/s, or in a settlement, as a result of such claim by a third party; provided that (i) Subscriber has notified Aliyoop promptly in writing of such claim; (ii) Subscriber has provided Aliyoop with the authority to control and handle the claim including the defense and settlement of such claim; and (iii) Subscriber provides to Aliyoop all information and assistance (at Aliyoop's expense) as may be required for that purpose.

9.2.   Exclusions. In no event will Aliyoop have any obligation or liability under this Section 8 arising from: (i) use of any Service in a modified form or in combination with materials not furnished by Aliyoop; (ii) any Subscriber Specifications; and/or (iii) any failure by Subscriber comply with Subscriber's responsibilities under this Agreement.

9.3.   Remedial Actions. In the event that the Service or any part thereof is likely to, in Aliyoop's sole opinion, or does become the subject of an Infringement Claim, Aliyoop may, at its option and expense: (i) procure for Subscriber the right to continue using the Service (including the allegedly infringing portion/item); (ii) substitute a functionally equivalent non-infringing replacement for such allegedly infringing portion of the Service or otherwise modify it to make it non-infringing and functionally equivalent; or (iii) terminate the Agreement .

9.4.   Sole Remedy. This Section 9 sets forth the exclusive and entire remedy of Subscriber with respect to any Infringement Claims.

10.   Liability Disclaimers; Limitation of Liability

10.1.   **Liability Disclaimer**. NOTWITHSTANDING ANTYTHING TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL ALIYOOP BE RESPONSIBLE AND/OR LIABLE FOR ANY LIABILITIES, DAMAGES, COSTS, EXPENSES AND/OR CLAIMS (A) FOR THE THIRD PARTY PLATFORMS AND/OR ANY USE THEREOF; (B) FOR ANY SERVICES PROVIDED BY THE THIRD PARTY PAYMENT PROCESSOR AND/OR ANY SERVICES PROVIDED IN CONNECTION WITH ANY THIRD PARTY PLATFORMS; (C) FOR ANY DAMAGES RELATED TO SUBSCRIBER'S USE OF THE PLATFORM AND/OR SERVICES INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE

PRODUCT AND/OR SERVICES OFFERED BY SUBSCRIBER AND/OR THEIR MARKETING, PURCHASE AND/OR ANY USE THEREOF. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING SHALL APPLY ALSO WITHIN THE FRAMEWORK OF ANY SERVICES PROVIDED BY ALIYOOP AS A MERCHANT OF RECORDS WITH RESPECT TO ANY PAYMENTS MADE BY SUBSCRIBER CUSTOMERS AND/OR IN CONNECTION WITH THE SERVICES PROVIDED BY ANY THIRD PARTY PAYMENT PROCESSOR.

10.2. **Limitation on Indirect Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALIYOOP BE LIABLE UNDER THIS AGREEMENT FOR (i) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (ii) FOR LOSS OF USE, BUSINESS, REVENUES, OR PROFITS; IN EACH CASE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3. **Limitation on Amount of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND OTHER THAN IN THE EVENT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, ALIYOOP'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("**LIABILITY CAP**").

11. **Term, Termination, and Suspension of Service**

11.1. <u>Term</u>. This Agreement commences immediately and automatically upon utilization of the Platform by Subscriber and will remain in effect until terminated by either Party in accordance with the terms and conditions set forth herein ("**Term**").

11.2. Termination for Convenience. Either Party may terminate the Agreement and/or any Purchase Order hereunder for any reason by providing the other Party with at least thirty (30) days prior written notice thereof. To the extent the Subscriber wishes to terminate this Agreement, there is a suitable button upon the Platform enabling termination of the services, whereas such termination shall become effective thirty days thereafter https://app.aliyoop.com/console/organization-settings/billing. Please be advised that Subscriber shall automatically be billed for use of the Platform and Services until such time as the Agreement is duly terminated.

11.3. <u>Termination</u>. Aliyoop may terminate this Agreement immediately by written notification in the event of any material breach by Subsciber including, without limitation, in the event of any non-payment and/or any breach which may cause damage to Aliyoop's Confidential Information and/or intellectual property rights and/or goodwill, or in the event of any willful misconduct or any act or omission of Subscriber which may have a detrimental or adverse effect upon Aliyoop and/or its business, or in the event of any breach by Subscriber which is uncurable, or if Subscriber ceases its business operations or becomes subject to insolvency proceedings

11.4. Effects<u> of Termination</u>. In any event of termination of this Agreement by either Party:

11.4.1. All rights granted hereunder shall immediately expire and any and all use and/or exploitation by Subscriber and/or on its behalf of the Services and the Platform, and any part thereof, shall immediately cease and expire.

11.4.2. Provisions contained in this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive the termination, including without limitation Sections 5.4, 6, 7, 8, 9, 10, 11.4, 12 and 13.

12. **Confidentiality**

12.1. For the purpose of this Agreement, "**Confidential Information**" means any non-public information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is designated in writing as confidential or if disclosed orally – is reduced to writing and titled as "confidential" within 15 days following the disclosure and sharing with the Receiving Party. Confidential Information shall include, but is not limited to, technological information such as know-how, software, data, programs, inventions, ideas, processes, formulas, developments, designs, materials, business information such as marketing and selling, budgets, prices and costs, information about the Disclosing Party's employees, Affiliates, suppliers and Subscriber s, and trade secrets. Confidential Information does not include information that is: (i) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of breach or negligence by the Receiving Party; (ii) already known by the Receiving Party prior to its receipt from the Disclosing Party; (iii) independently developed at any time by the Receiving Party without the use of or reference to Confidential Information; (iv) rightfully obtained by the Receiving Party from other unrestricted sources.

12.2.   Protection of Confidential Information. All Confidential Information delivered, made available or otherwise acquired pursuant to this Agreement shall (i) not be copied, distributed, disseminated or made available in any way or form by Receiving Party without the prior written consent of the Disclosing Party; (ii) be maintained in strict confidence using the same degree of care that the Receiving Party takes to protect its own confidential information, but in no event, less than reasonable care; (iii) may only be disclosed to those employees, contractors and/or service providers of Receiving Party who have a need to know in connection with purposes consistent with this Agreement, and who are bound by a written obligation of confidentiality no less restrictive as those set forth herein; and (iv) shall not be used by Receiving Party for any purpose, except for the purposes of this Agreement, without the prior written consent of the Disclosing Party. For the avoidance of doubt, Confidential Information including personal information collected through the use of the Services shall be used, collected, retained, processed and deleted in accordance with the provisions of Section 6 above.

12.3.   Compelled Disclosure. If the Receiving Party is compelled by law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

12.4.   Expiration. The provisions of this Section 14 shall survive the expiration or termination of this Agreement for any reason for a period of three (3) years or for seven (7) years following their disclosure, whichever is later.

13.   **Miscellaneous.**

13.1.   Entire Agreement. This Agreement, including all exhibits hereto, and all referenced documents appearing on the Aliyoop Website, constitute the entire agreement between Subscriber and Aliyoop with respect to the subject matter of this Agreement and supersede and replace any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement, including previous non-disclosure agreements between the Parties. Aliyoop shall be entitled to amend and revised the provisions of this Agreement at any time and at its sole discretion, and in such event shall provide Subscriber with notification thereof.

13.2.   Assignment; Change of Control.

Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the Aliyoop's prior written consent. Aliyoop shall be entitled to assign its rights and obligations hereunder to any third party. ,

13.3.   Governing Law; Jurisdiction. This Agreement and matters concerned with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of Israel, without reference to conflict of laws principles. The competent courts of the Tel Aviv-Jaffa district in Israel shall have exclusive jurisdictions over any dispute arising out in connection with this Agreement and the performance thereof.

13.4.   Other Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.5.   Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be delivered by courier, sent by registered letter, or by email, and shall be effective upon receipt or, if sent by email, upon proof of being sent. Any notice to either Party shall be sent to the contact information listed hereunder. A copy of notices to Aliyoop shall also be sent to admin@aliyoop.com. A copy of notices to Subscriber shall also be sent to the email used during registration.

13.6.   No failure or delay by any Party at any time to enforce one or more of the terms, conditions or obligations of this Agreement will (i) constitute waiver of such term, condition or obligation; (ii) preclude such Party from requiring performance by the other Party at any later time; or (iii) be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

13.7.   The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.

13.8.   Except for payment obligations, neither Aliyoop nor Subscriber will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance). Except to the extent required by applicable law, there are no third-party beneficiaries under this Agreement.

Exhibits:

Exhibit A - Third Party Platforms

Exhibit B - Service Level Agreement

Exhibit A

Third Party Platforms

Apple Chat for Business
Google Business messages
Facebook Messenger
Instagram Direct Messages
WhatsApp
Telegram
Twitter Direct Messages

Adyen Payment Platform
Nuvei Payment Platform
Stripe Payment Platform

Exhibit B

SLA

Aliyoop undertakes to provide the Services in accordance with the following:

Aliyoop commits to an uptime of 99% where uptime is the amount of hours the system works without critical issues / total amount of hours. This is calculated yearly and doesn't include downtimes of any third party or prescheduled maintenance windows.

With respect to any critical issues (i.e. issues that in Aliyoop's opinion, prevent the usage of the Service), Aliyoop shall use best efforts to correct such critical issues as soon as possible, while devoting 24/7 support and providing daily reports.

Upon request Aliyoop will provide a report of availability and critical issues over the requested period and work with Subscriber to find ways to improve the availability and handling of critical issues.