

# Terms of Use

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## 1. Acceptance of Terms

These Terms of Use ("**Terms**") you are reading are a legally binding agreement between Michlol Services Application Ltd. ("**ServicesApp**", "**we**" or "**us**") and yourself ("**you**"). By accessing or using any of ServicesApp's website, application and/or services (collectively, the "**Platform**") you agree that you have read, understood, accept and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Platform.

ServicesApp reserves the right, in its sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. Users are responsible for viewing these Terms periodically. Your continued use of the Platform after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms. If you do not agree to these Terms, your only remedy is to discontinue your use of the Platform and to cancel any Account(s) (as defined below) you have created for use of the Platform.

If you violate these Terms, ServicesApp reserves the right to issue you a warning regarding the violation or to immediately terminate or suspend all or part of the Accounts you have created for using the Platform. You agree that ServicesApp does not need to provide you notice before terminating or suspending your Account(s), but it may provide such notice in its sole discretion.

You agree that ServicesApp may change any part of the Platform, including its content, at any time or discontinue the Platform or any part thereof, for any reason, without notice to you and without liability. You declare that by acceptance of these Terms and/or by using the Platform you are of legal age to form a binding contract with ServicesApp or under the strict and continuous supervision of a parent or any other qualified legal guardian, and in any case, at least 13 years of age. You may not use the Platform and may not accept these Terms if you are a person barred from receiving the services through the Platform under the laws of the country in which you are resident or from which you use the Platform.

If you are a representative of an organization offering facility management services through the Platform to its authorized employees and/or consultants (respectively, the "**Organization**" and "**Organizational Users**"), you hereby declare that by acceptance of these Terms and/or by using the Platform you are an authorized representative of the Organization having the power to accept these Terms on behalf of the Organization as a legally binding contract between ServicesApp and the Organization. In these cases, the term "you" as used in these Terms shall include the Organization.

## 2. Description of the Platform

ServicesApp's Platform is a SaaS platform for organizational facility management services. The facility management services offered through ServicesApp's Platform are provided by the Organization and/or third parties designated by the Organization. ServicesApp shall not assume any responsibility to any content and/or services which are published, displayed and/or suggested through the Platform, their integrity, accuracy and/or reliability. ServicesApp cannot guarantee that the Platform will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Platform, and may result in the failure of your communications including, without limitation, your local network, firewall, your internet service provider, the public internet and your power supply. ServicesApp takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

## 3. Access to the Platform

It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Platform. ServicesApp does not provide you with the equipment to access and/or use the Platform. You are responsible for all fees charged by third parties related to your access and use of the Platform (e.g., charges by Internet service providers or air time charges).

#### 4. **Account Information**

In order to register to our Platform as an Organization, you may be asked to sign-in using your relevant information. Registration of Organizational Users to the Platform is permitted solely to Organizational Users authorized by the Organization by providing relevant information. During the process of creating an account in order to access the Platform ("**Account**"), you may be required to select a password (the "**Login Information**"). The following rules govern the security of your Account and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any account and account information, including user names, passwords and/or security questions, whether or not created for the purpose of using the Platform, that are used to access the Platform:

- a. You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account.
- b. In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Account, you must immediately notify ServicesApp and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information, including purchases, whether or not authorized by you;
- d. You are responsible for anything that happens through your Account, whether or not such actions were taken by you, including, for the avoidance of doubt, actions taken by third parties. You therefore acknowledge that your Account may be terminated if someone else uses it to engage in any activity that violates these Terms or is otherwise improper or illegal;
- e. You undertake to monitor your Account and restrict use by any individual barred from accepting these Terms and/or receiving the services through the Platform, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the Platform by any of the above mentioned;
- f. ServicesApp reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

Any personal information you provide to us when creating or updating your Account, which may include your name, e-mail address, picture, and any such other information, will be held and used in accordance with ServicesApp's Privacy Policy ("**Privacy Policy**") which constitutes an integral part of these Terms. You agree that you will supply accurate and complete information to us, and that you will update that information promptly after it changes. You represent and warrant that you have full right and authority to provide ServicesApp with the foregoing information, including, without limitation, any third party's consent (to the extent required under any applicable law).

If you are an Organizational User, you hereby agree that the Organization and/or its representatives may unlimitedly view, use and/or access any information provided by you through the Platform. Under no circumstances will ServicesApp be liable for any view, use and/or access of such information by the Organization and/or its representatives.

#### 5. **License**

Subject to the Organization's agreement with us and compliance with these Terms, ServicesApp grants you a personal, non-exclusive, non-transferable, non-sub licensable, revocable, limited scope license to use the Platform. Use of the Platform shall be solely for your own, private, non-commercial purposes and for no other purpose whatsoever. You hereby acknowledge that your license to use the Platform is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your license to use the Platform shall immediately terminate, and you shall immediately refrain from using the Platform. If the Platform or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any license to use the Platform, and must refrain from using the Platform.

#### 6. **Account Termination**

ServicesApp may refuse access to the Platform or may terminate your Account without notice for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of your Account, or

illegal or improper use of the Platform, User Content (as defined below), products, or ServicesApp's intellectual property as determined by ServicesApp in its sole discretion. Without derogating from the foregoing, if you are an Organizational User, your access and/or use of the services and/or your Account may be terminated at any time by the Organization for any reason, at its sole and absolute discretion. You may lose your user name as a result of Account termination, without responsibility on the part of ServicesApp for any damage that may result from the foregoing. If you have more than one Account, ServicesApp may terminate all of your Accounts.

In addition to the foregoing, ServicesApp may selectively remove, revoke or garnishee Benefits associated with your Account. "**Benefits**" mean licensed rights granted, awarded, gifted, provided to and/or purchased by you to access and/or use online or offline elements or features of the Platform, and include but are not limited to paid and free downloadable content, virtual currency, digital and/or virtual assets, unlockable content, rights of use tied to unlock keys or codes, serial codes and/or online authentication of any kind, and in-service ranking or status. If your Account, or a particular subscription for a Service associated with your Account, is terminated, suspended and/or if any Benefits are selectively removed, revoked or garnisheed from your Account, no refund will be granted, no Benefits will be credited to you or converted to cash or other forms of reimbursement, and you will have no further access to your Account or Benefits associated with your Account. You hereby acknowledge and agree that ServicesApp is not required to provide you notice before suspending or terminating your Account or selectively removing, revoking or garnisheeing Benefits associated with your Account.

In the event that ServicesApp terminates your Account, you may not participate nor make use of the Platform again without ServicesApp's express consent. ServicesApp reserves the right to refuse to keep Accounts for, and provide access to the Platform or other services to, any individual. You may not allow individuals whose Accounts have been terminated by us to use your Account. If you believe that any action has been taken against your Account in error, please contact us at: [support@servicesapp.com](mailto:support@servicesapp.com).

You are solely responsible to preserve the originals of any content you provide and/or upload to the Platform. ServicesApp does not guarantee that any content will always be available through the Platform. Do not rely upon the Platform as a storage space for such content.

IF YOU WISH TO TERMINATE YOUR ACCOUNT, YOU MAY DO SO AT ANY TIME BY: (I) NOTIFYING US AT ANY TIME AT [SUPPORT@SERVICESAPP.COM](mailto:SUPPORT@SERVICESAPP.COM) OR (II) CLOSING YOUR ACCOUNTS FOR ALL OF THE SERVICES WHICH YOU USE, WHERE THIS OPTION HAS BEEN MADE AVAILABLE TO YOU.

If you are an Organizational User, the availability of certain information related to you and/or your use of the Platform, including, without limitation, details of any service calls opened by you through the Platform and/or their status, may or may not be available to you following the termination of your Account for any reason, depending on the decision of the Organization, at its sole and absolute discretion.

The provisions of these Terms shall survive any termination or expiration thereof, including without limitation, the warranty disclaimers, limitation of liability and indemnity provisions.

## 7. User Content

You agree that any content made available by you through the Platform is done so through the use of technology and tools provided by ServicesApp. You agree that you are making available such content willingly and you represent that you own such content or have received the necessary authorizations from third parties that you have all rights to make available said content and that making available the content by you complies with all applicable laws.

ServicesApp does not claim ownership of any videos, data, text, graphics, photographs, or any other content, and their selection and arrangement, made available through and/or uploaded to the Platform by any user, including any Organization and/or Organizational User (collectively, "**User Content**"). However, by sending and/or creating User Content and/or using the Platform you automatically grant ServicesApp a non-exclusive, royalty-free, perpetual license of all worldwide rights to share, use, edit, modify, include, incorporate, adapt, record and reproduce such User Content, including, without limitation, all trademarks associated therewith, in any manner whatsoever, in or out of context, in all languages, in all media now known or hereafter created for

the purposes of providing the services through and operation of the Platform. ServicesApp may retain any raw material that you submit, and make internal use of such material including for testing purposes.

If you are an Organizational User, you hereby agree that the Organization and/or any other Organizational Users of your Organization may unlimitedly view, access, modify and/or use the User Content provided by you. If you are an Organization, you hereby agree that any Organizational Users of your Organization may view, access, modify and/or use the User Content provided by you, subject to any authorization and/or access limitations (if any) provided by you and duly recorded to the Platform by you. Under no circumstances will ServicesApp be liable for any view, access, modification and/or use of such User Content by the Organization and/or Organizational Users, as applicable. You may request that ServicesApp delete and make no further use of such material by contacting us at: [support@servicesapp.com](mailto:support@servicesapp.com)

ServicesApp may or may not regulate User Content and provides no representations or guarantees regarding the accuracy, quality, or integrity of any User Content made available through the Platform. By using the Platform you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that ServicesApp will not under any circumstances be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.

ServicesApp reserves the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Platform with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, ServicesApp shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.

## **8. Rules of Conduct and Usage**

You agree that you will comply fully with these Terms and all applicable domestic and international laws, regulations, statutes, ordinances that govern your use of the Platform. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct. You also agree to comply with all applicable laws affecting the transmission of content or the privacy of individuals.

You undertake that you shall not defraud, or attempt to defraud, ServicesApp or other users, and that you shall not act in bad faith in your use of the Platform. If ServicesApp determines that you have acted in bad faith and/or in violation of these Terms, or if ServicesApp determines that your actions fall outside of reasonable community standards, ServicesApp may, at its sole discretion, terminate your Account and prohibit you from using the Platform. You agree that your use of the Platform shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree that you shall not:

- a. Create an Account with or access the Platform if you are barred from doing so under the provisions of these Terms or any applicable law;
- b. Promote, host, display or implement the Platform or any portion thereof on any websites that: (i) contain indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by ServicesApp at its sole discretion), defamatory, libelous, obscene, gambling related, discriminatory, deceptive, abusive spyware, adware, or other malicious programs or code, unsolicited mass distribution of email, or any illegal subject matter or activities or otherwise offensive content, or content addressed to individuals under the age of 18; (ii) incorporate any materials that infringe or assists others to infringe on any copyright, trademark or other intellectual property rights; (iii) are an incentive-based website, such as a lottery or sweepstakes site which rewards users for clicking on links; (iv) engage in activities that violate ServicesApp's Privacy Policy; (v) openly encourage users to click on banner ads or other sponsored links to support the site; or (vi) infringe any right of any third party or violate any applicable law or regulation;
- c. Upload, post, transmit or otherwise disseminate any material that is vulgar, indecent, obscene, pornographic, sexual or that is, in a reasonable person's view, otherwise offensive or objectionable;

- d. Libel, ridicule, defame, mock, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner;
- e. Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except if expressly authorized by ServicesApp or by applicable statutory law), modify or alter any part of the Platform;
- f. Upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Platform or the computers of other users of the Platform;
- g. Advertise, solicit or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim or spam) to anyone;
- h. Violate the contractual, personal, intellectual property or other rights of any party including by using, uploading, transmitting, distributing, or otherwise making available any information or material made available through the Platform in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity);
- i. Create false personas, multiple identities, multiple user Accounts, set up an Account on behalf of someone other than yourself, use bots or other automated software programs to defraud or which otherwise violate these Terms and/or these Terms of service of any third-party applications through which the Platform is accessed;
- j. Attempt to obtain passwords or other private information from other members including personally identifiable information (whether in text, image or video form), identification documents, or financial information;
- k. Upload or transmit (or attempt to upload or to transmit), without ServicesApp's express consent, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware", "passive collection mechanisms" or "pcms");
- l. Improperly use support channels or complaint buttons to make false reports to ServicesApp;
- m. Develop and distribute "auto" software programs, "macro" software programs or other "cheat utility" software programs or applications;
- n. Encourage any third party to: (i) directly or indirectly generate usage, queries, impressions, or clicks through any automated, deceptive, fraudulent or other invalid means; (ii) edit or modify any tag, or remove, obscure or minimize any tag in any way; or (iii) engage in any action or practice that reflects poorly on ServicesApp or otherwise disparages or devalues ServicesApp's reputation or goodwill;
- o. Make representations with respect to ServicesApp not approved in advance and in writing by ServicesApp. You shall obtain ServicesApp's prior written approval to the content of any marketing message, and with respect to any use of ServicesApp's trade name and/or trademarks and/or designs in connection with the Platform;
- p. Rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without ServicesApp's prior written consent;
- q. Access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator without ServicesApp's prior written consent;
- r. Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms;
- s. Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Platform;
- t. Attempt to use the Platform on or through any service that is not authorized by ServicesApp. Any such use is at your own risk and may subject you to additional or different terms. ServicesApp takes no responsibility for your use of the Platform through any service that is not authorized by it;
- u. Attempt to interfere with, hack into or decipher any transmissions to or from the servers for the Platform; and/or
- v. Interfere with the ability of others to enjoy using the Platform, including disruption, overburden or aid the disruption or overburdening of the Platform's servers, or take actions that interfere with or materially increase the cost to provide the Platform for the enjoyment of all its users.

## 9. **Intellectual Property Ownership**

ServicesApp and/or its affiliates retain all rights in the Platform's materials (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement) other than User Content (collectively, "**Platform's Materials**"). The entire contents of the Platform are protected by applicable copyright, trade dress, patent, and trademark laws,

international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Platform pursuant to these Terms or otherwise exploit any of the Platform's Materials without ServicesApp's explicit, prior written consent. The foregoing shall not apply to your own User Content that you post through the Platform in accordance with these Terms. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written consent from ServicesApp. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your Account as well as severe civil and criminal penalties.

ServicesApp and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Platform's Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Platform or by accessing any of the Platform's Materials, or rights to any derivative works thereof.

You are not required to provide ServicesApp with any feedback or suggestions regarding the Platform or any of the Platform's Materials. However, should you provide ServicesApp with comments or suggestions for the modification, correction, improvement or enhancement of the Platform and/or any of the Platform's Materials, then, subject to these Terms and conditions of these Terms, you hereby grant ServicesApp a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner ServicesApp chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of ServicesApp's and its sublicensees' products and content embodying such comments or suggestions in any manner and via any media ServicesApp chooses, but without reference to the source of such comments or suggestions.

#### **10. Disclaimer of Warranty; Limitation of Liability; Indemnification**

You agree that your use of the Platform shall be at your sole risk. To the fullest extent permitted by law, ServicesApp, its officers, directors, employees, and agents disclaim all warranties, explicit or implied, in connection with the Platform and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness. ServicesApp makes no warranties or representations about the accuracy or completeness of the content of the Platform, of the content of any sites linked to the Platform, of any Third Party Materials (as defined below) and assumes no liability or responsibility for any:

- a. Errors, mistakes, inaccuracies, non-suitability or non-conformity of any content;
- b. Direct, indirect, special, incidental, punitive or consequential damages, including, without derogating, personal injury, property damages and/or monetary damages, of any nature whatsoever, arising out of the use of or the inability to use the Platform;
- c. Any unauthorized access to or use of Third Party Materials, 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 Platform;
- e. Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Platform by any third party; or
- f. Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available through the Platform.

Without derogating from the abovementioned, in no event will ServicesApp, its directors, officers, agents, contractors, partners, consultants and/or employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Platform or other materials on, accessed through or downloaded from the Platform, whether based on warranty, contract, tort, or any other legal theory, and whether or not ServicesApp has been advised of the possibility of these damages. The foregoing limitation of liability shall apply to the fullest extent permitted by applicable law. You specifically acknowledge that ServicesApp shall not be liable for any user submissions and/or defamatory, offensive and/or illegal conduct by any third party, and that the risk of harm or damage from and/or associated with the foregoing rests entirely with you. In no event shall ServicesApp's total liability to you for all damages (other than as may be required by applicable law in cases

involving personal injury) exceed the amount of fifty US dollars (US\$ 50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You agree to indemnify and hold ServicesApp, and each of its directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- a. Your use of and access to the Platform;
- b. Your violation of any term of these Terms;
- c. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- d. Any claim that any user submission made by you has caused damage to a third party; or
- e. Any User Content you post or share on or through the Platform.

#### **11. No Liability to Facility Management Services**

Organization's and its Organizational Users' communications and/or dealings through the Platform, including opening of any facility management service calls and/or any other calls and/or monitoring thereof and/or correcting and/or attending to such calls, are solely between the Organization and its Organizational Users. You agree that ServicesApp will not be responsible or liable for any loss or damage of any sort incurred as the result of any such communications and/or dealings, including, for the avoidance of doubt any communications and/or dealings with third party vendors and/or service providers which were referred in any suggestions and/or recommendations provided through and/or within the Platform.

#### **12. Third Party Material**

You may be able to access, review, display or use third party services, resources, content, information or links to other websites, computer software or resources (collectively, "**Third Party Materials**") through the Platform. You acknowledge sole responsibility for and assume any and all risks arising from your access to, use of or reliance upon any such Third Party Materials, and ServicesApp disclaims any liability that you may incur arising from your access to, use of or reliance upon such Third Party Materials through the Platform. You acknowledge and agree that ServicesApp: (i) is not responsible for the availability, accuracy integrity, quality or lawfulness of such Third Party Materials or the products or services on or available from such Third Party Materials; (ii) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; and (iii) does not make any promises to remove Third Party Materials from being accessed through the Platform. Your ability to access or link to Third Party Materials or third party services does not imply any endorsement by ServicesApp of Third Party Materials or any such third party services.

These Terms do not authorize you to, and you may not use any Third Party Materials except as expressly permitted by the owners of such Third Party Materials and such owners may have the right to seek damages against you for any unauthorized use of their Third Party Materials.

Without derogating from any of ServicesApp's rights and remedies under these Terms and/or under law, ServicesApp will be entitled, at its sole discretion, to immediately discontinue the Platform or any part thereof, including the termination of your Account, in the event of any alleged infringement, misappropriation or violation of any rights of any third parties in connection with the Third Party Materials.

You may not use any Third Party Materials for which you have not obtained appropriate approval to use. ServicesApp cannot grant permission to use third party content.

#### **13. Digital Millennium Copyright Act**

Under Title 17, United States Code, Section 512(c) (2), notifications of claimed copyright infringement should be sent to the service provider's designated agent. While using the Service you may encounter copyright infringement. Please see the procedure for making claims of copyright infringement set forth below. Our policy is to respond to notices of alleged copyright infringement in accordance with the procedure described below.



If you believe that your material or anyone else's material has been used or published in the Service in a way that constitutes copyright infringement, or your or anyone else's intellectual property rights have been otherwise violated, please provide us with a formal notice in accordance with the procedure set forth herein and containing the following information:

- a. Identification of the specific copyrighted work that you believe has been infringed upon;
- b. Identify the web page within the Service containing the copyrighted material or intellectual property that you claim has been infringed and, if possible, the contact information for the person you believe is responsible for the infringing act in connection with that material. Describe in detail the content on the page(s) you believe infringes upon the material identified above, including whether the content is a particular image or written material;
- c. Include the statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent or the law.";
- d. Provide your name, mailing address, telephone number and e-mail address;
- e. A signed statement by you, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf;
- f. Please send the written notice to: Michlol Services Application Ltd. Address: Medinat Hayehudim 89, Herzliya Phone: +972-77-000750 Email: [support@servicesapp.com](mailto:support@servicesapp.com)

Please note that we reserve the right to send any notice we receive to a third-party and to post your notice in place of any removed content. We will respond and/or take action on all complete notices within 3 business days of receiving your notice and reserve the right to communicate with you via email or other means.

Any user of the Service who uploaded or transmitted the content that is the subject of a notice under this section may make a counter notification. If we receive a counter notification, we may reinstate the material in question.

To file a counter notification with us, you must provide a written notice in accordance with the following procedure that sets forth the items specified below. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that any content or activity is not infringing the copyright rights of others. If you are not sure whether certain material infringes the copyright of others, we suggest that you first contact an attorney. Please provide us with a formal signed counter notice containing the following information:

- a. Identify the specific page, content, or other unique identifying information of material that we have removed or disabled access to;
- b. Provide your name, address, telephone number and e-mail address, and a statement that you consent to the jurisdiction of the State of Delaware, USA or Tel Aviv, Israel, as determined by ServicesApp in its sole and absolute discretion.
- c. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled, or that the material identified by the complainant has been removed or disabled at the web page identified and will no longer be shown.";
- d. Please send the written notice to the address specified in Section 15(f) above.

#### **14. Data Security**

The Platform incorporates physical, electronic, and administrative procedures to safeguard the confidentiality of your personal information, Login Information and User Content (collectively, the "**Protected Information**"). While we use industry-standard precautions to safeguard your Protected Information, we cannot guarantee complete security. 100% complete security does not presently exist anywhere online or offline. In the event of an unauthorized breach of your Protected Data, we will notify you without unreasonable delay of the breach and the Protected Information so breached.

#### **15. Notices**

Notices to you may be made through the Platform and/or e-mail. ServicesApp may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Platform. You agree that all agreements, notices, disclosures and any other communications that ServicesApp provide as aforementioned satisfy any legal requirement that such communications be in writing.

## **16. General**

By using or accessing the Platform, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and ServicesApp. Any claim or dispute between you and ServicesApp that arises in whole or in part from your use of the Platform shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel, to the exclusion of any other courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non-convenient with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. ServicesApp reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms regularly for any changes. Your use of the Platform following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND SERVICESAPP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

For any questions about these Terms of Use or any other issue regarding ServicesApp or the Platform please contact us at: [support@servicesapp.com](mailto:support@servicesapp.com)