

Textime – Terms and Conditions

Last updated: May 20, 2015

1. Introduction

- 1.1. The introduction and exhibits to this agreement are an integral part of it.
- 1.2. Titles are for convenient only and shall not be used for interpretation.
- 1.3. Definitions:
 - 1.3.1. "**Company**" – Text-Time Communication Ltd.
 - 1.3.2. "**Agreement**" – this Terms and Conditions document.
 - 1.3.3. "**Services**" – An SAAS computerized system solution, allowing accessibility of digital communication – between a business and its clients – in varied digital channels.

The system is applicable as a WIDGET, in IFRAME shape, in customer's website or as a digital link – may be applied by the customer in his website or in other websites, all subject to approval by the Company in writing and in advanced,
 - 1.3.4. "**Customers**" or "**Users**" – business that make use of the Services – as long as signed up to the Services or approved a quotations by the Company, in order to use the Services.
 - 1.3.5. "**End Users**" – clients of the Customers and any entity (which is not a Customer) that makes any use of the Services, in the Digital Channels in any possible manner.
 - 1.3.6. "**Third Party**" – Any company providing services, such as WhatsApp, Facebook, Google, Telegram etc.
 - 1.3.7. "**Digital Channels**" – links to services or websites provided by any Third Party, being an integral part of the Services, showing on the website, application or any other way of providing the Services.
 - 1.3.8. "**Contact**" – Open communication unit for an End User.
 - 1.3.9. "**Phone Number**" – A number or any other identification details of a SIM card based phone line.
 - 1.3.10. "**Spam**" – Unwanted messages, massively distributed, including but not limited to "advertisement thing", as defined in section 30a(a) to the Law of Communication (Telecommunications and Broadcasting) 1982 (the "**Law**").
- 1.4. Textime – fully owned by the Company – is a system providing the needs of companies and business', of being present in their clients main digital channels, making services accessible and finding possible growth engines.
- 1.5. This Agreement set to regulate the relationship between the Company and the Customers make use of the Services.
- 1.6. The terms and conditions set herein shall also apply to the End Users, mutatis mutandis.

- 1.7. This Agreement comes in addition to any other document signed between the Company and Customer. In any case of contradiction between this Agreement and any other document – this Agreement shall overcome.
- 1.8. The use of any part of the Services considered as accepting and approving the terms and conditions of this Agreement. Any Customer who does not accept the terms and conditions set herein, may make no use of the Services.
- 1.9. It is hereby clarified that the terms and condition set herein shall act in addition and in parallel to any other terms and conditions set by any other Third Party.

2. Terms and Conditions

- 2.1. The Customer hereby warrant and represent as follows:
 - 2.1.1. He has all means, financial, professional and others, needed in order to apply to his commitments under this Agreement.
 - 2.1.2. There is no limit, by any law or agreement, preventing him from engage in this Agreement.
 - 2.1.3. He has fully corporation approvals, needed for the execution of this Agreement.
- 2.2. The User hereby undertake to avoid the following actions, regarding the Services:
 - 2.2.1. Surfing, scanning or using the Services through any software intended to collect data, or otherwise performing actions imitating a normal user, including but not limited to Bots or Crawlers etc.
 - 2.2.2. Manipulating the address of any internal pages URL, in order to gain access to such internal pages (URL Hacking).
 - 2.2.3. Uploading or transferring of content, or performing actions, that may be considered illegal in Israel or any other place; avoiding upload, transfer or advertise any content which may infringe copyrights, trademarks or trade secret of others; avoiding advertise of libel, abomination or hurting privacy of others.
 - 2.2.4. Performing any action regarding the design of the website or Services, source code, element or content on the website or Services, which the only right of performing such actions is set to the owner of such rights, according to the Copyright Law, 2007.
- 2.3. The Company shall always have the rights to:
 - 2.3.1. To stop or prevent the Services, or part of them, from any User who violated any part of this Agreement, or for whatsoever reason; all subject to the sole discretion of the Company and without providing any notice. No claim of the Customer shall be heard regarding this right of the Company.
 - 2.3.2. To remove any content or to undo any action made by any User who violated any part of this Agreement, or for whatsoever reason.
 - 2.3.3. To decide at any time, on the composition of the Digital Channels, and change the appearance of Digital Channels in the Services; all subject to the sole discretion of the Company and without providing any

notice. No claim of the Customer shall be heard regarding this right of the Company.

2.3.4. To prevent access to the Services – from any addresses or websites, not previously approved by the Company, or may harm the Company or the Services – all subject to the sole discretion of the Company and without providing any notice. No claim of the Customer shall be heard regarding this right of the Company.

2.3.5. To decide at any time, on the amount of Contacts allowed to be open by any User, during the Services, subject to the sole discretion of the Company. As long as not specifically noticed otherwise by the Company – the defaulted amount of maximum Contacts allowed shall be 50.

For the avoidance of all doubts, the Company shall determine, based on its data and subject to its sole discretion, what is the then current open Contacts available to the Customer, at any given moment. No claim of the Customer shall be heard regarding this right of the Company.

2.3.6. The Company may – at any time and subject to its sole discretion – to publish that the Customer is a customer of the Company, and make or made use of the Services, without any notice to the Customer. Using the Services shall be considered as accepting and approving of this term.

2.3.7. The ownership of the Phone Number (one or more) in which the User make use of the Services, shall be kept by the Company at all times. It is hereby clarified that while providing the Services, the Company rents the Phone Number to the User, in order to use the Services only, and subject to the terms and conditions of this Agreement. In any case the ownership of the Phone Number shall not be transferred to the User.

In addition to the above and without derogation from the terms of Section 4, the User shall bare any liability regarding any use made to the Phone Number (including but not limited to Spam, as detailed in Section 7).

3. Activation

3.1. It is hereby clarified that actual use of the Services, shall be available only after implementing a code, provided by the Company, on Customer's website or application ("**Activation**"); without performing the Activation, the Services shall not apply.

3.2. Notwithstanding the above it is hereby clarified, that the effective date, regarding the beginning of the Services, shall be the sooner of: (i) date of registration to the Services; or (ii) date of signing the Company's quotations (the "**Effective Date**").

3.3. For the avoidance of all doubts, it is hereby clarified that the Customer will be charged from the Effective Date, **even if not performed Activation** – all

subject to the terms and fees, as determined at the registration or on the Quotation.

4. Limitation of Liability

- 4.1. It is hereby clarified that the system and Services shall be provided on an as-is basis only. The Company shall not be liable under any circumstances, whether in tort, contract or otherwise, with respect to the system or the Services, including but not limited to: damages, loss of profits, loss of data, intellectual property infringement etc. The company shall also not be liable with respect to use of any Third Party's products or services, including but not limited to: WhatsApp, Facebook, Google, Telegram etc.
- 4.2. For the avoidance of all doubts, it is hereby clarified that the Services uses such Third Party's products and services. The Customer hereby undertakes to read and understand the terms and conditions set by such Third Party's products and services.
- 4.3. It is hereby clarified that the system and Services shall not be available on all times; from time to time the Company shall update and upgrade the system – which may result in temporary breaks in the services; the Company has no control on availability of product nor services provided by Third Parties.
- 4.4. It is the Customer's responsibility to examine, prior to using the Services, if the Serviced suitable for the Customer's needs, and the Customer shall have no claim regarding that.
- 4.5. The customer is responsible to provide proper working conditions on customer's site, according to company's orders – including computer equipment, telephony etc.
- 4.6. The customer is responsible for his Internet connection – the Company shall bare no liability in any aspect regarding issues of Internet connection.
- 4.7. The Company shall bare no liability, in any case, for any content uploaded, transferred or published via the Services. The Customer (and End Users) shall bare all liabilities and no claim to the Company shall be heard regarding that.
- 4.8. Without derogation the above, in any case whatsoever, the maximum liability of the Company, its managers and employees, shall be limited to any amount actually paid by the Customer to the Company, in a period of 3 months.

5. Intellectual Property

- 5.1. The Company is the only owner of all rights, including but not limited to Intellectual Property rights trademarks, in all Services provided by the Company, and in all tools and utilities used by the Company during the Services. Any change, improvement, addition or derivative work shall also belong to the Company.
- 5.2. The Customer shall not be able to make any use of the Services, or any part of it, in a manner that contradict the terms and conditions of this agreement, and that may infringe any right of the Company or any other third party – without the previous written approval of the Company.
- 5.3. The terms and conditions set in this Section 5 shall survive the termination of this Agreement, for any reason.

6. Confidentiality and Competition

6.1. The Customer hereby warrant and represent as follows:

6.1.1. During the Services and after the termination of this Agreement, for any reason whatsoever, he shall keep in strict confidentiality any Confidential Information of the company, that may be may be disclosed to him, at all times.

"**Confidential Information**" – including but not limited to: unique commercial information of the Company regarding the Company's business, activities or secrets.

In addition, the Customer undertake to perform any precautionary measures in order to make his employees, agents and representatives, keep in strict confidentiality, any Confidential Information as well; the Customer shall not, in any case, disclose Confidential Information to any entity, directly or indirectly, with or without consideration; the customer undertake not to make any use in such Confidential Information.

6.1.2. Above Section 6.1.1 shall not apply to information which is in the public domain, provided that such information did not became part of the public domain due to infringement of any of the terms and conditions in this Agreement. Above Section 6.1.1 shall also not apply to information which is disclosed by an act of legal necessity.

6.1.3. The Customer undertake to not engage in any activity directly compete with the Company's business or the Services, within 12 month after termination of this Agreement, for any reason whatsoever.

6.1.4. All other terms and conditions set in this Section 6 shall survive the termination of this Agreement, for any reason whatsoever, and shall stay valid at all times.

7. Spam

7.1. The Customer hereby undertakes to be familiar with section 30a(a) to the Law; and he shall always comply with the orders of such section.

7.2. The Customer hereby undertakes not to make (and not to allow to make) any use of the Services in order to create Spam.

7.3. Any infringement of this Section 7, may result in an immediately stop of the Services, subject to the sole discretion of the Company and without providing any notice, in addition to any other legal reliefs.

8. Changes

8.1. The Company may change any of the terms and condition set herein, at any time, and without providing any notice.

8.2. The Customer should visit the Company's website, from time to time, in order to view any such changes.

9. Indemnification

9.1. The Customer hereby undertakes to defend, indemnify and hold the Company harmless from any and all damage, loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from

any claim, demand or suit made by any third party due to or arising out of the use of the Services, by the Customer or any of the End Users; all subject to a 30 days written demand notice.

9.2. Nothing in this Section 9 shall derogate from any right or relief that the Company may have, according to this Agreement or to any law.

10. Choice of Law

The laws of the State of Israel shall govern this Terms. Any dispute which may arise in connection with this Terms shall be brought to the competent court in the Tel-Aviv district, Israel, which shall be granted exclusive jurisdiction.