



## PLATFORM AGREEMENT

[NowTecc Technologies LTD](#) ("**NowTecc**" AND/OR "**WE** ") OFFERS A PLATFORM TO YOU STRICTLY UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE NON - NEGOTIABLE AND MAY BE AMENDED AFTER PROPER NOTICE HAS BEEN GIVEN TO YOU AT THE ABSOLUTE DISCRETION OF NOWTECC SUBJECT TO THE PROVISIONS OF THE TERMS BELOW.

BY ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS OF THIS PLATFORM AGREEMENT (THE "**AGREEMENT**") BY; (A) SELECTING "I AGREE" TO THESE TERMS, (B) BY COMPLETING THE REGISTRATION PROCESS (C) BY USING THE PLATFORM IN ANY WAY, SUCH AS DOWNLOADING OR UPLOADING ANY CONTENTS OR MAKING USE OF THE SERVICES MADE AVAILABLE VIA THE PLATFORM BY NOWTECC AND/OR ANY THIRD PARTIES, OR (D) BY MERELY BROWSING THE PLATFORM, YOU BECOME A CUSTOMER OF NOWTECC AND ACCEPT THE FOLLOWING TERMS AND CONDITIONS AND ENTER INTO A LEGAL AND BINDING AGREEMENT WITH NOWTECC.

IN THIS AGREEMENT ALL REFERENCES TO YOU AND/OR YOUR AND/OR THE USER AND/OR THE CUSTOMER SHALL REFER TO THE PARTY ENTERING INTO THIS AGREEMENT WITH NOWTECC.

### 1. Overview

NowTecc provides certain services on or through our website, Nowtecc.com (the "**Platform**"). The Platform offers a machine learning based solution that adjusts web content and media to deliver the right brand story in real-time, (the "**NowTecc Service**"). The Agreement applies to the NowTecc Service. All content and services made available through the Platform that were not made available as of the "Last Revised" date above, shall automatically be deemed to be part of the NowTecc Service when first made available through the Platform.

### 2. Acceptance of Terms/ Eligibility

You may not use the Platform if you do not agree to the Terms of the Agreement.

Further you may not use the Platform if (i) you are prohibited by local laws and regulations from using the Platform; or (ii) you are not fully able and competent to enter into a binding contract with NowTecc; or (iii) you are less than 18 years old.

By using the Platform, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all the terms and conditions of the Agreement.

By using the Service, you warrant to us that you are above the age of 18.

### 3. Privacy Policy

NowTecc's protection of information and collection practices of information is reflected in the NowTecc Privacy Policy. You agree to NowTecc 's use of your information in accordance with the Privacy Policy.



#### 4. Registration

A condition precedent for you to use the NowTecc Service and the Platform is that you are the legal owner of the website in respect of which you are utilizing and the Platform, the NowTecc Service and further that you own all the intellectual property in respect thereof (or a legal proxy of the website owner), (herein: "**your website**" or "**your site**").

You are required to register with NowTecc if you want to use the NowTecc Service and the Platform. In order to register with NowTecc you must supply a valid email address (which will be used as a unique identifier for your account), your name, and a password. You may also use an approved third party to register through its registration page and you'll be obligated in respect to and of its registration process.

You are solely responsible for maintaining the confidentiality of your password and account and agree not to transfer your email address or password or lend or otherwise transfer your use of or access to the NowTecc Service and the Platform, to any third party.

You are also solely responsible for any and all activities that occur under your account. You may change your password, or any other account information, at any time by following instructions available on your Account settings Page.

You agree to immediately notify us of any unauthorized use of your account or any other breach of security related to your account or the NowTecc Service, and to ensure that you "log off"/exit from your account (if applicable) at the end of each session.

When you use the NowTecc Service and the Platform, you agree to: (i) provide certain current, complete, and accurate information about you when prompted to do so by the Platform, and (ii) maintain and update this information as required to keep it current, complete and accurate. If any information provided by you during your original registration is inaccurate, then NowTecc reserves the right to terminate your account immediately and your right to use the NowTecc Service and the Platform.

We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

#### 5. Payment

The different fee structures and the fees payable for the NowTecc Service are set out on the Platform (the "Fees"). The NowTecc Services will be undertaken by NowTecc on acceptance by NowTecc of the online registration and the payment in full of the relevant Fees for the NowTecc Service as set out on the Platform.

Fees are payable immediately online prior to NowTecc performing the NowTecc Services.

In case of non-payment of any Fee due by way of, *inter alia*, chargeback, fraud, declined credit card or for any other reason whatsoever, that is due from you, NowTecc shall have the right to suspend or



terminate your access to the Platform and to the NowTecc Services immediately and without prejudice to the right to recover all sums payable from you or to any other right or remedy available to NowTecc. NowTecc reserves the right to change its payment policy and the Fees charged for NowTecc Services from time to time, with such changes becoming effective immediately. All Fees and other charges are payable in the currency stated on the Platform. If no currency is specified, all fees are quoted in USD and shall exclude any and all applicable taxes in the relevant jurisdiction (including but not limited to VAT and/or GST, as applicable).

You agree to pay to NowTecc the Fees for any and all the NowTecc Services you purchase from NowTecc. You further agree that you are responsible for paying any and all applicable taxes due and payable in the relevant jurisdiction in which the Agreement occurs.

Payments for the NowTecc Services are made through a secure third-party website. However, you acknowledge and agree that Internet transmissions cannot be guaranteed to be entirely secure or private and any information provided by you (including credit card information) may be able to be read and/or intercepted by a third party. NowTecc shall have no liability for the interception and/or 'hacking' of any data or other unauthorized access to information provided by you for the purposes of the NowTecc Services.

#### **6. License to Use and Access the NowTecc Service**

NowTecc hereby grants you, and you hereby accept a personal, non-transferable, non-exclusive license ("**License**") to use the Platform in order to utilize the NowTecc Service.

All Intellectual Property (including, without limitation, copyrights, trade secrets, trademarks, patents etc.) evidenced by or embodied in and/or attached/connected/related to the Platform (including, without limitation, the software code, user guides and any other documentation) are and shall be owned solely by NowTecc. Nothing in this Agreement and/or in granting the License shall constitute a waiver of NowTecc 's Intellectual Property under any law.

The License does not include any resale or commercial use of the Platform, the NowTecc Service or its contents; any derivative use of this Platform, the NowTecc Service or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. The Platform, the NowTecc Service or any portion thereof, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purposes without NowTecc 's express written consent. Further you may not copy or imitate part or all of the design, or look-and-feel of the Platform, which are protected by Intellectual Property.

NowTecc may, from time to time, release new tools and resources on the Platform or introduce other services and/or features for the Platform. Any new services and features will be subject to this Agreement as well as any additional terms of use that we may release for those specific services or features.

Use of the Platform that constitutes abuse shall be determined by NowTecc, in its sole discretion. NowTecc reserves the right to terminate your account if NowTecc determines you have not complied with the Agreement.



## **7. Restriction on Use of Content**

You acknowledge that the Platform may contain information, software, photos, video, text, graphics, music, sounds or other material (collectively, "**Content**") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. The entire Content, taken together, is protected under Israeli copyright laws as a collective work, and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. Modification of the Content or use of the Content for any other purpose, including use of any such Content on any other web site or networked computer environment is strictly prohibited. Except as otherwise expressly authorized in writing in advance by us, you agree not to reproduce, redistribute, sell, modify, rent, lease, loan, adapt, translate, create derivative works based (whether in whole or in part) on, decompile, reverse engineer, disassemble, or otherwise reduce all or any part of the Platform or the NowTecc Service, including the Content.

The NowTecc name and logo are the intellectual property of NowTecc. All other trademarks appearing on the Platform are trademarks of their respective owners. The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on the Platform should be construed as granting, by implication, estoppels or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

## **8. Materials Submitted Through the Platform**

The definition of "**materials submitted through the NowTecc Service and Platform**" herein is the whole and entire data, information, text, software, sound files, images, photographs, graphics, video, messages, files, links or any other materials ("**Materials**") uploaded to the platform and/or located on your website regardless if it is scripted, hidden with pass word or privet. The Materials will be subjected to the NowTecc Service which will include the transfer of the Materials to a third party in order for it to utilize and perform the NowTecc Service. You agree that if you post any Materials through the Platform you automatically grant to NowTecc, and its successors and assigns, a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license, in and to the Materials, to use, downloading and printing in whole or in part, display, modify, publish, and adapt such Materials in order to utilize and perform the NowTecc Service. You are solely responsible for any Materials, that are transmitted, posted, or distributed by you through the Platform, including, but not limited to, the contents of your email communications, information, reviews, user ratings, photos or images posted or related materials. By submitting Materials on your website you represent and warrant that you own all right, title and interest to such Materials and any likenesses contained in such Materials.

You acknowledge and agree that (a) we reserve the right (but have no obligation) to evaluate the Materials before allowing them to be posted through the Platform or otherwise stored in connection with the NowTecc Service; and (b) we may do one or all of the following, at our sole discretion: (i) monitor the submission of Materials; (ii) alter, remove, or refuse to post or allow to be posted or stored any Materials; and/or (iii) disclose any Materials or any communication through the Platform, and the



circumstances surrounding the transmission thereof, to: (a) any third party in order to operate the NowTecc Service and the Platform; (b) comply with applicable laws; (c) respond to governmental inquiries or requests; (d) comply with valid legal process; (e) protect the rights, privacy, safety or property of NowTecc, the Platform visitors or the public; (f) permit us to pursue available remedies or limit the damages that we may sustain; and/or (g) enforce the Agreement; and/or (iv) share the Materials with appropriate authorities and financial institutions, if NowTecc determines in its sole discretion that; (a) you are attempted to defraud NowTecc; (b) you are committing any fraudulent activity or any other prohibited transaction; (c) you are committing any criminal activity; or (d) the Materials constitute hate speech.

Under no circumstances will we, or our employees, officers, directors, shareholders, agents, representatives or affiliates, be liable for any loss or damage caused by your reliance on Materials. In addition, we have no control over, and shall have no liability for, any damages resulting from, the use (including without limitation republication) or misuse by any third party of information voluntarily made public through any part of the NowTecc Service and the Platform.

Without prejudice to the conditions set forth in this Agreement, you must not upload, store, distribute, send, transmit, display, perform, make available or otherwise communicate to the public any of the Materials to which you do not hold the necessary rights. In particular, any unauthorized use of copyright protected material within your Materials (including by way of reproduction, distribution, modification, adaptation, public display, public performance, preparation of derivative works, making available or otherwise communicating to the public via the Platform) may constitute an infringement of third party rights and is ***strictly prohibited***. Any such infringements may result in termination of the Agreement, your access to the Platform and may also result in civil litigation or criminal prosecution against you by or on behalf of the relevant rights holder.

#### 9. Links to Third Party Sites

We do not include or offer third-party products or services on our website.

#### 10. Availability

NowTecc undertakes that it will use its reasonable best efforts to attempt to provide the NowTecc Services and access to the Platform 24 hours a day, 7 days a week. However, there will be occasions when access to the Platform will be interrupted for maintenance, upgrades and repairs, that you acknowledge is a necessary function conducted by NowTecc, or as a result of failure of telecommunications links and equipment that are beyond NowTecc's control, NowTecc shall bare neither responsibility nor liability for any loss of revenue that may result therefrom.

NowTecc may modify or discontinue, temporarily or permanently the Platform, or any portion thereof, with or without notice to you.



#### **11. Users Warranty, Indemnification Obligation, and Waiver**

You represent and warrant that: (a) you own the Intellectual Property, or have obtained all necessary license(s) and permission(s), to use the Material in keeping with your use in connection with the Platform or as otherwise permitted by the Agreement; (b) you have the rights necessary to grant the license as described in the Agreement; (c) you have received consent from any and all persons depicted in your Material to use your Material as set forth in the Agreement, including distribution, public display, public performance, and reproduction of the Material; and (d) your Material does not violate or infringe any intellectual property right or other proprietary right, including right of publicity or privacy, of any person, company or entity, or other third party.

You agree to indemnify and hold NowTecc and its shareholders, subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your Material, your use of the Platform, your connection to the Platform, any claim that your Material caused damage to someone else, any dealings between you and anyone else advertising or promoting via the Platform, your violation of the Terms of the Agreement, or your violation of any rights other rights whatsoever, including any Intellectual Property.

#### **12. Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE PLATFORM AND THE CONTENT IS ARE PROVIDED BY NOWTECC "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NOWTECC AND ITS LICENSORS MAKE NO WARRANTY THAT (a) THE PLATFORM AND THE CONTENT WILL MEET YOUR REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM AND THE CONTENT AND THE CONTENT WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (c) THE QUALITY OF THE PLATFORM AND THE CONTENT WILL MEET YOUR EXPECTATIONS; OR THAT (d) ANY ERRORS OR DEFECTS IN THE PLATFORM, OR CONTENTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NOWTECC OR THROUGH OR FROM USE OF THE PLATFORM AND THE CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

NOWTECC SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM USER'S USE OF OR PARTICIPATION IN ANY PLATFORM AND ARISING FROM THE PLATFORM AND THE CONTENT. ANY CONTENT DOWNLOADED ARISING FROM THE NOWTECC SERVICE, MADE AVAILABLE OR OTHERWISE OBTAINED THROUGH USE OF THE PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD. NOWTECC ASSUMES NO LIABILITY FOR ANY



COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO USER'S COMPUTER FROM THE PLATFORM.

NOWTECC DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY PLATFORM OR MATERIALS OFFERED BY THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. NOWTECC MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR CONTENTS OR PLATFORM. ANY DEALINGS THAT USER MAY HAVE WITH SUCH THIRD PARTIES ARE AT ITS OWN RISK.

MANAGERS, HOSTS, PARTICIPANTS, MODERATORS, AND OTHER THIRD PARTIES ARE NOT AUTHORIZED NOWTECC SPOKESPERSONS, AND THEIR VIEWS DO NOT NECESSARILY REFLECT THOSE OF NOWTECC. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOWTECC WILL HAVE NO LIABILITY RELATED TO MATERIAL ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY, OR OTHER LAWS. NOWTECC ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE USE, MISUSE, LOSS, MODIFICATION, OR UNAVAILABILITY OF ANY MATERIAL.

NOWTECC WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE PLATFORM, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

#### Limitation of Liability

IN NO EVENT SHALL NOWTECC, ITS SHAREHOLDERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF NOWTECC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH ITS USE OF OR ACCESS TO THE PLATFORM OR CONTENTS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE NOWTECC'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF NOWTECC OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.

NOWTECC'S AGGREGATE LIABILITY AND THAT OF ITS SHAREHOLDERS, AFFILIATES, LICENSORS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO US \$50. THIS LIMITATION WILL APPLY EVEN IF NOWTECC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### 13. **Proprietary Information Undertaking**

You acknowledge that NowTecc exclusive right, title and interest in the Intellectual Property regarding the Platform and the NowTecc Services. "**Intellectual Property**" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, and any other intellectual and



proprietary rights, including, but not limited to, those rights arising from the NowTecc Services and the Platform.

You acknowledge that you have no right, title or interest to the Intellectual Property in the Platform.

#### **14. Termination and Modification of the NowTecc Service**

You agree that we, in our sole discretion, may terminate your password, account (or any part thereof) or use of the NowTecc Service and the Platform, and remove and discard any Materials within the Platform, for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Agreement. We will also terminate your account upon receiving reliable information involving your violation of any law, and will cooperate with law enforcement agencies on such matters. We may also, in our sole discretion and at any time, discontinue providing the NowTecc Service, or any part thereof, with or without notice. You agree that any termination of your access to the Platform under any provision of the Agreement may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account, and/or bar any further access to such files or the NowTecc Service. Further, you agree that we shall not be liable to you or any third party for any termination of your access to the Platform.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: (a) modify or discontinue the NowTecc Service, including, but not limited to (i) restricting the time the NowTecc Service are available, (ii) restricting the amount of use of the NowTecc Service permitted, and (iii) restricting or terminating any User's right to use the NowTecc Service, with or without notice; (b) charge fees in connection with the use of the NowTecc Service; (c) modify and/or waive any fees charged in connection with the NowTecc Service; and/or (d) offer opportunities to some or all users of the NowTecc Service. You agree that neither we nor any of our affiliates, shall be liable to you or to any third party for any modification, suspension or discontinuance of the NowTecc Service, in whole or in part, or of any service, content or feature offered through the Platform.

We may revoke your registration privileges and/or take any other appropriate measures to enforce these guidelines if violations are brought to our attention. Further, we may, in our sole discretion, terminate your account or participation in any feature of the NowTecc Service and the Platform for any reason.

NowTecc's Refund and Cancellation Policy is part of, and incorporated within, the NowTecc Terms of Service. As a condition of registering with NowTecc and using the NowTecc Services, you expressly acknowledge that you have read and understand the Refund and Cancellation Policy and you agree to be bound by its terms and conditions. If at any time you disagree with the Refund and Cancellation Policy or any part of it, your sole remedy is to cease all use of the NowTecc Services and terminate your account. Please note, however, that any transactions which occurred prior to the date of such termination shall be governed and controlled in full by the terms of the Refund and Cancellation Policy.





## 15. User Conduct

- 15.1. You agree not to access or attempt to access the Platform by any means other than the interface provided by NowTecc or circumvent any access or use restrictions put into place by NowTecc to prevent certain uses of the Platform.
- 15.2. You agree not to use, or to encourage others or permit others to use, the Platform to:
  - 15.2.1. Share any Material that is unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, profane, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
  - 15.2.2. Stalk, intimidate, and/or harass another;
  - 15.2.3. Incite others to commit violence;
  - 15.2.4. Harm minors in any way;
  - 15.2.5. Share any Material that you do not have a right to share under any Law or contractual or fiduciary relationship;
  - 15.2.6. Share any Material that infringes any Intellectual Property or other proprietary right of any party;
  - 15.2.7. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - 15.2.8. Use the Platform or the Materials such that it will mislead a user into believing that they are interacting directly with NowTecc;
  - 15.2.9. Share any Material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
  - 15.2.10. Access or use the Platform in any manner that could damage, disable, overburden, or impair any NowTecc server or the networks connected to any NowTecc server;
  - 15.2.11. Intentionally or unintentionally interfere with or disrupt the Platform or violate any Laws related to the access to or use of the Platform, violate any requirements, procedures, policies, or regulations of networks connected to the Platform, or engage in any activity prohibited by the Agreement;
  - 15.2.12. Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, Materials, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked sites;
  - 15.2.13. Disrupt, interfere with, or inhibit any other user from using and enjoying the Platform or the Materials, or other affiliated or linked sites, platforms, or contents;
  - 15.2.14. Access or attempt to access any Material that you are not authorized to access or through any means not intentionally made available through the Platform;
  - 15.2.15. Market any goods or services for any business purposes (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by NowTecc;



- 15.2.16. Reproduce, sell, trade, resell or exploit for any commercial purpose, any portion of the Materials, use of the Platform or the Materials, or access to the Platform or the Materials;
  - 15.2.17. Host, on a subscription basis or otherwise, the Platform without NowTecc's authorization, including any related application, (i) to permit a third party to use the Platform to create, transmit, or protect any Material, or (ii) to conduct conferences or online meeting services for a third party;
  - 15.2.18. Defraud, defame, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
  - 15.2.19. Engage in any other conduct which, in NowTecc's sole discretion, is considered inappropriate, unauthorized or objectionable.
- 15.3. In addition, you agree to comply will all applicable laws, regulations, and ordinances as a condition of use of the NowTecc Service.
- 15.4. In order to permit us to protect the quality of our products and services, you hereby consent to our employees and representatives being able to access your account and records for any reason, in our sole discretion. We also reserve the right, but do not assume the responsibility, to monitor or review your conduct while using the NowTecc Service and the Platform. Your use of the NowTecc Service and the Platform is subject to all applicable local, state, national and international laws and regulations. Further, you acknowledge that you are responsible for obtaining or providing all access lines, telephone and computer equipment (including modem), or other devices, necessary to access the Platform, and paying all charges related thereto.

## 16. Jurisdictional Issues

The Platform is controlled and operated by Nowtecc from Israel, and is not intended to subject NowTecc to the laws or jurisdiction of any territory other than that of the state of Israel. NowTecc does not represent or warrant that the NowTecc Service and the Platform or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access the Platform do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the Platform's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

## 17. Notices

NowTecc may give notice to you by email, a posting on the Platform, or other reasonable means. You must give notice to NowTecc in writing via email or as otherwise expressly provided by NowTecc. NowTecc may broadcast, distribute or display notices or messages through the NowTecc Service to inform you of changes to the Agreement, the NowTecc Service and the Platform, the Privacy Policy or other matters of importance. Such broadcast, distributions or displays of information shall constitute notice to you.

## 18. Governing Law and Other Miscellaneous Terms



The Agreement does not, and shall not be construed to; create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and NowTecc. The Agreement shall be governed by and construed in accordance with the laws of Israel, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the Agreement shall be filed only in courts located in the city of Haifa and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action and you waive any jurisdictional, venue or inconvenient forum objections to such courts. You agree that any claim or cause of action arising out of your use of the NowTecc Service and the Platform or the Agreement must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any status of limitations or other law to the contrary. Within this period, any failure by NowTecc to enforce or exercise any provisions of the Agreement or related right shall not constitute a waiver of that right or provision. If any provision of the Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. NowTecc may assign the Agreement, in whole or in part, at any time with or without notice to you. You may not assign, transfer or sublicense the Agreement or any or all of your rights or obligations under the Agreement without NowTecc 's express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This is the entire agreement between you and NowTecc relating to the subject matter herein and may not be modified by you. The Agreement will inure to the benefit of NowTecc 's successors, assigns and licensees. Without limitation, you agree that a printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **19. Copyright and Copyright Notices**

- 19.1. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances, and at our discretion, terminate the accounts of users who infringe the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  - a description of the copyrighted work that you claim has been infringed;
  - a description of where the material that you claim is infringing is located on the Platform;
  - your address, telephone number, and email address;
  - a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, your agent, or the law; and



- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## 20. Modifications to The Agreement

20.1. NowTecc reserves the right to amend the Agreement at its sole discretion and any modifications shall be effective immediately upon posting. We will announce any such change by posting the revised draft of the Agreement on the Platform. You can determine when the Agreement was last revised by referring to the "Last Revised On" legend at the top of this page. By continuing to use the Platform following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of the Agreement or any changes thereto, please do not continue using this Platform.

Last Updated: Sun July 1 2018.