

MyDeez Terms of Service for End Users

Last Updated: June 2016

MyDeez Technologies Ltd. ("**MyDeez**" or "**us**", "**our**", "**we**") provides an online service that facilitates the transfer of personal information between customers and companies and/or between individuals (the "**Services**"). These Terms of Service ("**Terms**") govern your access and use of the Services we provide on our mobile app and on our website located at <http://mydeez.co> (collectively the "**Website**").

Please read these Terms carefully. By using the Website or the Services you signify your assent to both these Terms and our Privacy Policy, which is available at <http://mydeez.co>. Changes may be made to these Terms from time to time. Your continued use of the Website and/or Services will be deemed acceptance to any such amended or updated terms. If you do not agree to any of these Terms, please do not use the Website and/or Services.

MyDeez allows you to access and use the Website and/or Services subject to these Terms for your own personal use. You may not use the Website and/or Services to provide borrowing or lending services to any third party. You may not create more than one account per individual, and you may not access any account other than your own.

MyDeez is currently making the Website and/or Services available without charge. MyDeez may decide to charge for use of the Website and/or Services, any part thereof or for any services at any time in its sole discretion, by notice to you. MyDeez may, in its sole discretion and at any time, discontinue providing the Website and/or Services or any part thereof without notice.

Use of and access to the Website and/or Services is void where prohibited by law. By using the Website and/or Services, you represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you either are 18 years of age or older, or else have the permission of your parents or guardians to use the Website and/or Services and (d) your use of the Website and/or Services does not violate any applicable law or regulation or any obligation.

"**Company**" or "**Companies**" means any entity that uses the Website and/or Services which allows End Users or any other party to update your information through our Website and/or Services.

"**End Users**" or "**you**" means a customer of a Company who uses the Website and/or Services to provide and/or update his or her information and/or individuals who use the Website and/or the Service to exchange their information.

"**User Data**" means all electronic data, details and/or information of the End Users submitted by you or collected by us while interacting with the Website and/or Services.

"**Services**" shall also include the Website and the related services that we provide.

1. **Use of Services.** Subject to the terms and conditions hereof, during the period these Terms are in effect MyDeez allows you to use the Website and/or Services on a non-exclusive basis. MyDeez may change, modify or update the Website and/or Services at any time without prior notice to you, including removing functionality. Currently, MyDeez makes the Website and Services available free-of-charge to End Users, but MyDeez may choose at any time to charge for your future use of the Website and/or Services.

2. **Account.** An account is automatically created for you when you use the Services. You may further complete your registration by providing us additional specified information. Your account allows you to use the Website and/or Services to transfer or update your information, subject to these Terms. We encourage you to use your real name. You may not provide false information and you agree to promptly update your account information in order to keep it current, complete and accurate, in particular you shall be responsible to inform us of any changes in your phone number. Any loss caused by your failure to keep your account data up-to-date is your own responsibility. Your account is at risk if you let someone use it inappropriately and your account is subject to termination if you or anyone using your account violates these Terms. You agree to immediately notify us of any unauthorized use of your account or password. You are fully and solely responsible for the security of your computer system, mobile device, SIM card, phone number and all activity on your account, even if such activities were not committed by you. MyDeez will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold MyDeez harmless for any improper or illegal use of your account, and any charges and taxes incurred, unless you have notified us via e-mail at support@mydeez.co that your account has been compromised, and have requested us to block access to it.

3. **Restrictions.** Except as set forth expressly herein, you shall not, and shall not permit any third party, to (a) decipher, decompile, disassemble, reverse engineer or attempt to find the underlying code of the Website and/or Services; (b) modify the Website and/or Services, or in any other way manipulate the Website and/or Services; (c) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the Website and/or Services except as expressly permitted by these Terms; (d) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Website and/or Services; (e) harvest, collect or mine information about users of the Website and/or Services; or (f) use or access another user's account or password. Persons under the age of 18 (or any other person that is a minor under applicable law) may not upload information through the Website and/or Services unless they have the permission of their parents or guardians to use the Website and/or Services.

You may only use the Website and/or Services to provide accurate and current information to Companies in good faith. We reserve the right to terminate without notice the account of any user we have reason to believe may be using the Website and/or Services either fraudulently or in bad faith.

MyDeez only provides the Website and/or Services to assist you in providing and updating your information to third party Companies. The Companies that use the Website and/or Services are independent third parties, and MyDeez shall have no responsibility for the actions of any Company, the goods, services, advice, data and information provided by any Company, or the content of any internet website of any Company. If you have any complaints regarding any of the foregoing, please be in touch directly with the applicable Company. In addition, MyDeez has no responsibility for any messages or commercial email sent to you by a Company following your use of the Website and/or the Services, including whether such messages comply with applicable law.

4. **Intellectual Property.** All right, title and interest in (a) the Website and/or Services, all content therein and related documentation and all enhancements, derivatives, bug fixes or improvements to the Website and/or Services; and (b) all trade names, trademarks, and logos of MyDeez shall at all times remain solely with MyDeez or their licensors. All references in these Terms or any other communications to the sale, resale or purchase of the foregoing or any application shall mean only the right to use the Website and/or Services pursuant to these Terms. You hereby grant us, and we hereby accept a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the Services.

5. **Privacy Policy.** You understand that MyDeez collects the User Data you enter in the Website and/or Services, which User Data includes information that may personally identify you or describe your personal interests or history. MyDeez may make all use of the User Data as set forth in the MyDeez Privacy Policy, which may be updated from time to time by MyDeez (the "**Privacy Policy**"). A current copy of the Privacy Policy is available at <http://mydeez.co>.

6. **User Data.** We take no responsibility and assume no liability for any User Data that you or any other user or third party submits on the Website and/or Services. You shall be solely responsible for the User Data you provide us and the consequences of submitting it. You acknowledge and agree that MyDeez is solely acting as a platform in order to facilitate the exchange of your User Data with Companies and that as such MyDeez cannot and does not accept any responsibility for the use by the Companies of your User Data.

You are responsible for backing up on your own servers the User Data that you submit or obtain through our Services. If your MyDeez account is terminated or expired, you hereby authorize us to permanently delete the User Data from our servers. You agree that we have no obligation to return

User Data to you after your MyDeez account is terminated or expired. Deleted User Data may be irretrievable

NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY USER DATA, ACCOUNT HISTORY, AND ACCOUNT CONTENT STORED ON OUR SERVERS, MAY BE DELETED, ALTERED, MOVED, OR TRANSFERRED AT ANY TIME FOR ANY REASON IN OUR SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND.

7. **Disclaimer.** YOUR USE OF THE WEBSITE AND/OR SERVICES IS AT YOUR SOLE DISCRETION AND RISK. THE WEBSITE AND/OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. MYDEEZ EXPRESSLY DISCLAIMS ANY WARRANTIES AND WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. ANY RELIANCE ON THE WEBSITE AND/OR SERVICES IS AT YOUR OWN RISK, AND MYDEEZ DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE WEBSITE AND/OR SERVICES; OR (II) THAT THE WEBSITE AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE WEBSITE AND/OR SERVICES; OR (IV) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR NEEDS.

8. **Limitation of Liability.** IN NO EVENT SHALL MYDEEZ, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SHAREHOLDERS, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO GENERAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE WEBSITE AND/OR SERVICES. MYDEEZ'S ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS SHALL NOT EXCEED AMOUNTS YOU HAVE PAID TO MYDEEZ TO USE THE WEBSITE AND/OR SERVICES. AS SUCH, IF YOU HAVE NOT MADE ANY PAYMENT TO MYDEEZ TO USE THE WEBSITE AND/OR SERVICES, MYDEEZ SHALL HAVE NO LIABILITY TO YOU IN RESPECT THEREOF. MYDEEZ IS NOT RESPONSIBLE FOR ANY CONNECTIONS TO OR FROM THE INTERNET. MYDEEZ IS NOT RESPONSIBLE FOR ANY TELEPHONE NETWORK OR LINES OR COMPUTER SYSTEMS OR SERVERS. UNDER NO CIRCUMSTANCES SHALL MYDEEZ BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM USE OF THE WEBSITE AND/OR SERVICES, FROM ANY CONTENT POSTED ON OR THROUGH THE WEBSITE AND/OR SERVICES, OR FROM THE CONDUCT OF ANY EMPLOYEES OR AGENTS OF ANY COMPANY, WHETHER ONLINE OR OFFLINE.

In addition, MyDeez makes connections between Companies and End Users but cannot and does not accept any responsibility for the actions of any Companies, End Users or other users. WE DISCLAIM ALL LIABILITY FOR THE COMPANIES' FAILURE TO SATISFY THEIR OBLIGATIONS TO END USERS, INCLUDING WITH RESPECT TO HOW THEY MAKE USE OF THE USER DATA. WE DISCLAIM ALL LIABILITY FOR THE END USERS' FAILURE TO SATISFY THEIR OBLIGATIONS TO COMPANIES OR TO

PROVIDE ACCURATE USER DATA. IF YOU USE THE WEBSITE AND/OR SERVICE YOU DO AT YOUR OWN RISK AND MYDEEZ SHALL NOT HAVE ANY LIABILITY THEREFOR.

9. **Indemnification.** You agree to indemnify, defend, and hold harmless MyDeez and the respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including attorneys' fees and court costs) that arise directly or indirectly from: (a) the breach of these Terms by you or anyone using your computer or your mobile device; or (b) your violation of any law or regulation; (c) your gross negligence or willful misconduct; (d) your use of the Service; or (e) the use by you of any third party's intellectual property, or any action or inaction by you that infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

10. **Term.** The term of this agreement shall commence on the date you accept these Terms and shall continue indefinitely unless otherwise terminated in accordance with these Terms. Either party may terminate these Terms at any time by written notice (including via email). Any suspension, termination, or cancellation shall not affect your obligations to MyDeez and its licensors under these Terms (including but not limited to intellectual property, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

11. **Third Parties.** MyDeez does not endorse any products or services offered by Company or any other third party. The Website and/or Services may provide links to third party websites or third party services or resources. We have no control over third-party sites, content or resources and all use of the foregoing is at your own risk.

12. **Promotional Online Alerts.** By accepting these Terms and using Our Service, you affirmatively consent to receive from time to time automatic alerts and notifications, containing commercial and/or promotional content, via email and/or SMS messages. The said alerts and notifications shall contain information regarding updates and additional information with respect to the Website and/or the Service. You may, at any time, disable future alerts and notifications by notifying Our team at info@mydeez.co. Please note that we reserve the right to send you service related communications, including service announcements and administrative messages, relating either to your Account or to your transactions on this Service, without offering you the opportunity to opt out of receiving them unless you cancel your account.

13. **Miscellaneous.** We may provide any required notices to the email address, fax number or by first class mail to other contact information you provided upon registration with MyDeez. Notices sent by email will be deemed received when they are sent by us. Notices sent by fax will be deemed received upon the confirmation of receipt thereof. Notices sent by first class mail will be deemed received 10 days after sent by us. These Terms represent the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements between the parties regarding the subject matter hereof. These Terms, including any of its provisions, does not

create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect. MyDeez may assign its rights or obligations pursuant to these Terms. End User and Companies agree not to assign any rights under these Terms and any attempted assignment shall be void. If any provision of these Terms shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted to give maximum effect to its terms as permitted under law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms which shall remain in full force and effect. These Terms shall be governed by the laws of the State of Israel, and the competent courts in Tel-Aviv, Israel shall have exclusive jurisdiction to hear any disputes arising hereunder.