"AI IMAGE GENERATOR" MOBILE APP TERMS & CONDITIONS

Appside Technologies LTD, Number 516620085 (the "Company") welcomes you and thanks you for choosing to use **"AI IMAGE GENERATOR"** application (the **"Software Application"** or the **"App"**).

The App provides an online platform for creating images using third-party systems based on Artificial Intelligence (AI) (the **"Platform"** or the **"Services"**). These AI systems generate content through software learning. The App enables online subscription purchases for access to the Services and Platform (the **"Subscription"**).

Additionally, the App provides information regarding the Services, Platform, and Subscription available for purchase within the App.

1. AGREEMENT TO TERMS:

1.1. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity, hitherto known as "you, or your" and the Company, hitherto known as "we," us," or "our". This agreement pertains to the access and use of the Software Application as well as its use with any other media form, media channel, mobile website, website-related integration or platform, media linked, or any other application in connection to or otherwise connected to the Software Application or the Company. You agree and acknowledge that by accessing the Software Application, you have read, understood, and agree to be bound by all of these Terms and Conditions Use in this agreement.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SOFTWARE APPLICATION AND YOU MUST DISCONTINUE USE IMMEDIATELY.

1.2. BEFORE USING THE SOFTWARE APPLICATION YOU AGREE AND ARTICULATE THAT YOU ACCEPT, ACKNOWLEDGE AND UNDERSTAND THAT IN NO CIRCUMSTANCE OR EVENT, OR BY NO MEANS ARE WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOFTWARE APPLICATION ARE INTENDED TO BE USED STRICTLY AS AN AID FOR YOU, AND THE COMPANY, OR ANY OF ITS ENTITIES OR SUBSIDIARIES ACCEPTS ZERO RESPONSIBILITY FOR THE CARE OF ANY SUBJECTS, ENTITIES OR PEOPLES, PERTAINING TO THE USE OF THE SOFTWARE APPLICATION. THEREFORE THEIR USE SHOULD NOT LEAD TO A DECREASE IN VIGILANCE OR ANY GENERAL

PRUDENCE PRINCIPLE. WE OFFER NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SOFTWARE APPLICATION, AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE APPLICATION.

1.3. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last Updated" of these Terms and Conditions, and you waive any right to receive specific notice of any such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of any updates. You acknowledge and accept that by your continued use of the Software Application, you will be subject to, and are deemed to have been made aware of and accepted, the changes in any revised Terms and Conditions after the date of the amended Terms are posted.

1.4. The information provided on the Software Application is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use is contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Software Application from other locations do so on their own initiative and are solely responsible for compliance with local laws, where applicable.

1.5. The Software Application is intended for users who are legally 18 years of age.

1.6. The terms of this terms & conditions constitute all agreements and understandings regarding the use of the application. Failure to execute or enforce a right or provision in these Terms & Conditions will not be considered a waiver by the application and / or the company of the right or enforcement of the provision. The application will be entitled to assign to others all or part of its rights and / or obligations in these terms & conditions.

1.7. In the event that it is determined that a provision in these terms & conditions is not enforceable or is invalid for any reason, this will not affect or impair the legality, validity and enforcement of the other provisions of this terms & conditions.

2. <u>USER REPRESENTATIONS:</u>

2.1. Before using the Software Application, the users of the Software Application declare, confirm and agree that they know:

3.1.1 That attempting to impersonate another user or person or to use another user's username and / or password is a violation of these Terms & Conditions;

3.1.2 That you may not sell or transfer your personal account to any other party;

3.1.3 That the information you entered when registering and / or using the Software Application is correct, up-to-date, accurate and complete and that you do not enter

incorrect information when registering for the Software Application and setting up a profile;

3.1.4 That the Software Application must not be used in a manner inconsistent with the law, regulations and any court ruling;

3.1.5 That any action in the Software Application is done at the sole responsibility of the user and the user will not have any claim and / or demand against the Software Application, its managers, employees or anyone on its behalf and they will not be responsible, directly or indirectly, for any damage, including body, property or any other damage or any other loss, which will be caused as a result of using the Software Application and / or decisions made as a result of using the Software Application, even if the Software Application warned, recommended or advised for a particular matter and in no case the Software Application will be a substitute or responsibility for user decisions;

2.2. By using the Software Application, you represent and warrant that: (1) Your use of the Software Application and is at your own risk and responsibility and by no means do we guarantee its effectiveness or reliability, (2) All registration information you submit will be true, accurate, current, and complete, (3) You will maintain the accuracy of such information and promptly update such registration information as necessary, (4) You will not access the Software Application through automated or non-human means, whether, through a bot, script or otherwise, (5) you will not use the Software Application for any illegal or unauthorized purpose, (6) Your use of the Software Application will not violate any applicable law(s) or regulation(s).

2.3. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any existing or future use of the Software Application or any portion thereof.

3. SUBSCRIPTION AND PAYMENTS:

3.1. You will be able to create images using the platform within the App, even without purchasing a Subscription or registering. To obtain a license to use the image and use it, you will be required to purchase Subscription on the App. The App offers a variety of Subscription types for purchase (the "**Subscriptions**").

3.2. You will be billed in advance on a recurring and periodic basis (the "**Billing Cycle**"). Billing cycles are set depending on the type of subscription plan you select when purchasing a Subscription.

3.3. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or the Company cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting the App customer support team.

3.4. Prices, availability, and other purchase terms are subject to change. The App reserves the right without prior notice to discontinue or change specifications and prices on the Subscriptions and services offered on and outside of the App without incurring any obligation to you.

3.5. You are responsible for providing true, accurate, current, and complete information when purchase Subscription through the App or otherwise. If you use the App or other means to purchase, payment must be received prior to acceptance of an order. The App may need to verify information you provide before accepts your order, and may cancel or limit your order any time after it has been placed.

3.6. If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Subscription you have purchased, you agree that we may, at our option, suspend or terminate providing of order and may require you to pay any overdue amounts incurred (including third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

3.7. Purchases Subscription through the App may be subject to other terms and conditions that are presented to you at the time of purchase.

3.8. The Services and the access to the Platform will be provided through the App, on the user's personal account. The user will create a personal account using a username and secret password.

3.9. By purchasing Subscription, you agree to keep your password for your personal account confidential and confirm that: (1) your account is personal; (2) you will be solely responsible for any actions or use made from your account; (3) you will not allow others access to your account; (4) the payment for the Subscription is personal, and the services are for personal use only.

3.10. As part of the services, it is possible to create an image on the platform (**the "New Image"**) by uploading an existing image by the user, which will serve as 'inspiration' for the creation of the new image (the **"Existing Image"**). The new image may include parts of the existing image or the entire existing image with minor changes, according to the user's requirements.

3.11. When uploading the existing image, the user consents to its transfer to third parties in order to provide the services to the user.

3.12. The use of the new image, including its publication and distribution, will be solely the user's responsibility. The App will not be responsible for any damage, loss, claim, or demand forwarded to the user due to unauthorized use of the new image or existing image or infringement of copyrights.

4. RETURN, EXCHANGE AND CANCELLATION POLICIES:

4.1. Request for refund, exchange or cancellation of a Subscription will be submitted to the App by the customer in one of the ways stated at the bottom of this Terms and Conditions or through your online account management on the App.

4.2. Cancellation and a refund of Subscription will be allowed within 14 days from the date of purchase the Subscription. In the case of a cancellation request, the customer will be obligated to pay the proportional amount for the period during which the Services were used, and a cancellation fee of 100 NIS or 5% of the total service cost (whichever is lower).

4.3. Refunds will be credited to the original form of payment.

4.4. Refunds and cancellations will be approved after the customer receives a written message of approval from the Company.

4.5. The aforesaid above is subject to the Israeli Consumer Protection Law, 1981.

5. PROHIBITED ACTIVITIES:

5.1. You may not access or use the Software Application for any purpose other than that for which we make the Software Application available. The Software Application may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

5.2. As a user of the Software Application, you agree not to:

5.2.1. Systematically retrieve data or other content from the Software Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

5.2.2. Make any unauthorized use of the Software Application, including collecting usernames and/or email addresses or ANY DATA of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

5.2.3. Circumvent, disable, or otherwise interfere with security-related features of the Software Application, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Software Application and/or the content contained therein.

5.2.4. Engage in unauthorized framing of or linking to the Software Application.

5.2.5. Deceive, defraud, or mislead other users and/or us, especially in any attempt to learn sensitive account information such as user passwords, or any other data.

5.2.6. Make improper use of our support services or submit false reports of abuse or misconduct.

5.2.7. Engage in any automated use of the Software Application, such as using scripts to send comments or messages, or using any data mining, data mining tools, robots, or similar data gathering and extraction tools.

5.2.8. Interfere with, disrupt, or create an undue burden on the Software Application or the networks or services connected to the Software Application.

5.2.9. Attempt to impersonate another user or person or use the username of another user.

5.2.10. Sell or otherwise transfer your profile.

5.2.11. Use any information obtained from the Software Application in order to harass, abuse, or harm another person.

5.2.12. Use the Software Application as part of any effort to compete with us or otherwise use the Software Application and/or the Content for any revenue-generating endeavor or commercial enterprise.

5.2.13. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Software Application.

5.2.14. Attempt to bypass any measures of the Software Application designed to prevent or restrict access to the Software Application, or any portion of the Software Application.

5.2.15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Software Application to you.

5.2.16. Delete the copyright or other proprietary rights notice from any Content.

5.2.17. Copy or adapt the Software Application's software, including but not limited to PHP, HTML, JavaScript, or other code.

5.2.18. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Software Application or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Software Application.

5.2.19. Except as may be the result of a standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Software Application, or using or launching any unauthorized script or other software.

5.2.20. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Software Application.

5.2.21. Use the Software Application in a manner inconsistent with any applicable laws or regulations.

5.3. Any use of the Software Application in violation of the preceding violates these Terms and Conditions and may result in, but not limited to, termination or suspension of your rights to use the Software Application.

6. APPLE DEVICES:

6.1. The following terms apply when you use the Software Application obtained from the Apple Store (hitherto known as the "**App Distributor**"):

6.1.1. The license granted to you for our Software Application is limited to a non-transferable license to use the Software Application on a device that utilizes the Apple iOS operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service.

6.1.2. We are responsible for providing any maintenance and support services with respect to the mobile application as specified in the Terms and Conditions of this Software Application.

6.1.3. You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

6.1.4. You must comply with applicable third-party terms of agreement when using the Software Application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application.

6.1.5. You acknowledge and agree that the App Distributors are third-party beneficiaries of the Terms and Conditions in this Software Application license and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms and Conditions in this Software Application license against you as a third-party beneficiary thereof.

7. PERMISSION FOR DISTRIBUTION, PUBLICATIONS AND ADVERTISEMENT:

7.1. Any user who leaves details on the Software Application and is added to the Software Application mailing list, approves the use of their details for the purpose of receiving marketing information, updates and advertisements that the Software Application will send from time to time.

7.2. A user who has provided such details will be subject to the mailing instructions detailed in the Terms and Conditions hereinafter.

7.3. It is prohibited to leave details of another person on the Software Application without their consent and / or without their presence in front of the screen while leaving the details and without explaining all the Terms and Conditions to them.

7.4. When leaving details on the Software Application, the user will be asked to provide personal information such as: first name, last name and an active e-mail address. Providing partial or incorrect information may prevent the user from using the Software Application services and prevent the Software Application from making contact if necessary. In case of a change in any of the information provided by the user, the new information must be updated on the App.

7.5. It is clarified that there is no legal obligation to provide details on the Software Application however without their submission it will not be possible to receive marketing content and updates from the Software Application.

7.6. The Software Application will not use the information provided except for in accordance with the Software Application privacy policy which is an integral part of this Terms and Conditions.

7.7. Leaving details on the Software Application and consent to receive marketing content includes, among other things, receiving marketing content, promotions, updates and discounts offered to registered users.

7.8. Mailing approval (receiving of marketing content) as aforesaid, constitutes the user's consent to the submission of advertisements in accordance with the Communications Law (Bezeq and Broadcasting) (Amendment No. 40) - 2008 (the "Communications Law").

7.9. It is clarified that the user has the option to remove himself from the Software Application mailing list at any time by clicking on the button "Unsubscribe" that appears at the bottom of any e-mail sent by the Software Application, or by the Software Application stating that they wish to be removed from the mailing list. As long as the user has not removed himself from the mailing list, the Software Application may transfer direct mail to the user subject to the Communications Law.

7.10. Mailing information should not be construed as a promise of any outcome and / or warranty for the service offered therein.

7.11. Mailing as a whole, including all the information contained therein, is offered as is, and will be as accurate and correct as possible, however, the information may not be complete and technical or other errors in the information could happen.

8. INTELLECTUAL PROPERTY RIGHTS:

8.1. Unless otherwise indicated, the Software Application is our property, and all source code, databases, functionality, software, application, designs, audio, video, text, photographs, and graphics on the Software Application collectively, hitherto known as the "Content," in addition to the trademarks, service marks, and logos contained therein, hitherto known as the "Marks" are owned or controlled by us or licensed to us. The Content and the Marks provided on the Software Application are "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Software Application, Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

8.2. Provided that you are eligible to use the Software Application, you are granted a limited license to access and use the Software Application and to download or print a copy of any portion of the content to which you have properly gained access solely for your personal, non-commercial use.

8.3. The trademarks, photographs, content, images and advertisements of the Software Application business partners are the property of these advertisers only. They must also not be used without the prior written consent of the advertiser.

9. THIRD-PARTY CONTENT:

9.1. The Software Application may contain (or you may be sent via the Software Application) links to other Software Applications, hitherto known as "Third-Party Software Applications," as well

as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third-parties. Third-Party Software Applications and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Software Applications accessed through the Software Application or any Third-Party Content posted on, available through, or installed from the Software Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Software Applications or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Software Applications or any Third-Party Content does not imply approval or endorsement thereof by us.

9.2. If you access in any way on any platform the Third-Party software applications or use or install any Third-Party Content or Applications, by exiting the software or accessing a link in our software that takes you to a Third-Party Application or software, you do so at your own risk, and you should be aware these Terms and Conditions are null and void. You should review the applicable terms and policies, including privacy and data gathering practices, of any software application to which you navigate from the Software Application or relating to any applications you use or install from the software application.

9.3. Any purchases you make through Third-Party software applications will be through other software applications and from other companies, and we take no responsibility whatsoever in relation to such purchases, which are exclusively between you and the applicable Third Party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party software applications, and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or damage caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party software applications.

10. SOFTWARE APPLICATION MANAGEMENT:

10.1. We reserve the right, but not the obligation, to (1) monitor the Software Application for violations of these Terms and Conditions, (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities, (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof, (4) in our sole discretion and without limitation, notice, or liability, to remove from the Software Application or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems, and (5) otherwise manage the Software Application in a manner designed to protect our rights and property and to facilitate the proper functioning of the Software Application.

11. COPYRIGHT INFRINGEMENTS:

11.1. We respect the intellectual property rights of others. If you believe that any material available on or through the Software Application infringes upon any copyright you own or control, please immediately notify us using the contact information provided below.

12. TERM AND TERMINATION:

12.1. These Terms and Conditions shall remain in full force and effect while you use the Software Application. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SOFTWARE APPLICATION (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SOFTWARE APPLICATION OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

12.2. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. Additionally, to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

13. MODIFICATIONS AND INTERRUPTIONS:

13.1. We reserve the right to change, modify, or remove the contents of the Software Application at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Software Application.

13.2. We also reserve the right to modify or discontinue all or part of the Software Application without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Software Application.

13.3. We cannot guarantee the Software Application will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Software Application, resulting in interruptions, delays, or errors. By use of the Software Application, you acknowledge that we are not liable for any inconvenience or harm that may be related to the aforementioned.

13.4. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Software Application at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to

access or use the Software Application during any downtime or discontinuance of the Software Application. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Software Application or to supply any corrections, updates, or releases in connection therewith.

14. DATA SECURITY:

14.1. The Software Application and those on its behalf take reasonable steps to help protect users' personal data security. The Software Application makes efforts to collect the information and secure it in accordance with the privacy policy and laws and regulations applicable in the State of Israel.

14.2. It is important to remember that we cannot guarantee against hostile and determined activity by foreign parties and therefore in these actions there is no absolute security and the Software Application does not guarantee that the services in it will be completely immune from unauthorized access to information collected in the application.

14.3. Users of the Software Application will not have any claim and / or demand and / or claim against the administrators of the Software Application or anyone on their behalf for unauthorized access to information collected about them by the Software Application.

15. CORRECTIONS:

15.1. There may be information on the Software Application that contains typographical errors, inaccuracies, or omissions that may relate to the Software Application, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Software Application at any time without prior notice.

16. DISCLAIMER AND LIABILITY:

16.1. THE SOFTWARE APPLICATION IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SOFTWARE APPLICATION SERVICES WILL BE AT YOUR SOLE RISK, TO THE FULLEST EXTENT PERMITTED BY LAW.

16.2. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SOFTWARE APPLICATION AND YOUR USE THEREOF. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SOFTWARE APPLICATION'S CONTENT OR THE CONTENT OF ANY SOFTWARE APPLICATIONS LINKED TO THIS SOFTWARE APPLICATION, AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY, (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SOFTWARE APPLICATION, (3) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR

FROM THE SOFTWARE APPLICATION, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE APPLICATION BY ANY THIRD PARTY.

18.1. The provision of services shall be subject to the sole discretion of the App, and the App shall not be responsible for any delay, failure to deliver services, or non-provision of services due to force majeure, third-party actions, or events beyond its control, including but not limited to communication problems, technical issues, internet network problems, disruption or cessation, act or default of a third party or imposed limitations, laws, regulations, orders, or instructions by other governmental authorities, security restrictions, pandemics, closure, weather conditions, or other circumstances beyond its control.

18.2. The use of the App and the information entered into the platform by the user are the sole responsibility of the user. Any action taken as a result of using the services, platform, or the contents displayed on the App shall be exercised with extreme caution, and the user alone assumes exclusive liability for any damages (direct or indirect), of any nature whatsoever. The user bears all responsibility for the use of images created as a result of using the platform or displayed on the App, as well as for the copyrights associated with the images.

18.3. The information appearing on the Software Application should be not construed as a promise of any result and/or responsibility for the activity of the services on the Software Application. the Software Application will not be responsible for any damage, direct or indirect, which will be caused to the user as a result of service provided to you and / or relying on information appearing on the Software Application and/or links to other sites and/or any other source of internal and/or external information and/or use of services displayed by the Software Application.

18.4. the Software Application does not guarantee the accuracy or completeness of the descriptions of the products and / or service and / or information transmitted by the advertisers and /or other users on the Software Application and will not be held responsible for any error, mistake or damage caused by the use of the site and / or advertisers.

19. INDEMNIFICATION:

19.1. You agree to defend, indemnify, and hold us harmless, including our affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of, (1) use of the Software Application, (2) breach of these Terms and Conditions, (3) any breach of your representations and warranties set forth in these Terms and Conditions, (4) your violation of the rights of a third party, including but not limited to intellectual property rights. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to

notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

20. GOVERNING LAW:

20.1. These Terms and Conditions and your use of the Software Application are governed by and construed in accordance with the laws of the State of Israel applicable to agreements made and to be entirely performed within the State of Israel, without regard to its conflict of law principles.

20.2. Any legal action of whatever nature brought by either you or us collectively, the "Parties" and individually, a "Party" shall be commenced or prosecuted in the state Israel, and the Parties hereby consent to and waive all defenses of lack of personal jurisdiction and forum non-convenience.

21. MISCELLANEOUS:

21.1. These Terms and Conditions and any policies or operating rules posted by us on the Software Application constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations to others at any time.

21.2. If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term will, to that extent, be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

22. CONTACT US:

22.1. In order to resolve a complaint regarding the Software Application or to receive further information regarding the use of the Software Application, please contact us by E-mail: support@appside.app

Last updated: December 2023