TERMS OF USE REGULATIONS

WEEZMO TECHNOLOGIES LTD.

Welcome to the "Weezmo" site ("**the site**"), a site that provides services in the digital receipt and/or invoice field and additional related services.

1. <u>INTRODUCTION</u>

- 1.1 For reasons of convenience the regulations use the masculine, however everything stated herein refers to women and men alike.
- 1.2 This site, of **Weezmo Technologies Ltd.** ("**Weezmo**" and/or "**the Company**") was established by Weezmo Technologies Ltd., co. reg. no. 51-533318-5 45 Hameginim Road, Haifa, Israel.
- 1.3 The site is wholly owned by Weezmo and it is exclusively operated and managed by it and/or anyone acting on its behalf.
- 1.4 The Company hereby authorizes for the user access to the site and the services provided by means hereof, and all subject to the terms detailed below.
- 1.5 The headings of the terms of use are provided solely for purposes of convenience and they are not to be taken into consideration when interpreting any of the provisions hereof or the validity of said provisions.

2. ACCEPTANCE AND CONSENT TO THE TERMS OF USE AND THE PRIVACY POLICY

- 2.1 The following terms of use, as shall be updated and/or revised from time to time, including the privacy policy ("the terms of use"), govern any use that the user makes of the site and/or any activity of the user within the site and they are what regulate the relationship between the user and Weezmo.
- 2.2 The user is asked to read the terms of use carefully if he does not consent to the content of the terms of use, the user is asked to cease browsing or using the site and the service as defined below.
- 2.3 By the user browsing and/or the user using the site and/or giving his consent to receiving a digital receipt he is in effect accepting without reservation the terms of use and the privacy policy, including all the obligations arising from the same and he consents to them in their entirety. To this end and without derogating from the general purport of the aforesaid, when entering the site and/or registering for the site,

- insofar as this occurs, and/or before logging into the invoice, a user redirect to the terms of use and the privacy policy shall appear.
- 2.4 Weezmo reserves the right to revise the regulations from time to time at its sole discretion and this without having to give any advance warning and/or notice. It is hereby agreed that the user shall have no allegation and/or demand and/or claim against Weezmo and/or anyone acting on its behalf in respect of the implementation of such revisions and/or malfunctions that shall occur during the implementation thereof. The application date of the revisions shall be the initial posting date of the updated version of the regulations and any action by the user that shall be carried out on the site after such posting shall be subject to the updated regulations.
- 2.5 The user declares that he has legal authorization and is legally competent pursuant to any law to use the site and the services as defined.
- 2.6 The Company reserves the right to cancel, to cease and/or to suspend a user's use of the site and the service as defined in the terms of use, at its sole discretion, at any time and without having to give any advance notice.
- 2.7 As a condition to using the site, the user undertakes toward Weezmo not to use the site for any unlawful purpose, and/or for any purpose prohibited under the terms, the stipulations and the notifications included in the terms of use.

3. THE SERVICE

- 3.1 The site enables the users, *inter alia*, but without limitation (hereinabove and hereinafter: "**the service**"):
 - 1) To view receipts and/or invoices from purchases they have made in various places of business subscribed to the site, by and after conveying the mobile number or an e-mail address at the pay point at the place of business and receiving a link to a digital receipt as a mobile device message (SMS) or e-mail transmission – this service is provided to each user of the site without having to register;
 - To open a personal account that will allow to save the receipts and manage them using an archive – this service is provided only for a user who has registered for the site as a registered user ("registered user");

- 3) To view varied segmentations regarding the purchases made in the personal account;
- 4) To manage a budget of expenditures and alerts for deviations from the amount set by the user;
- 5) Sharing receipts with other users;
- 6) Tagging receipts by categories and areas of interest;
- 7) Converting invoices and receipts in various formats, such as: Photos, PDF and HTML document, to a Weezmo digital format.
- 8) Writing various feedbacks with regard to the place of business. In this regard, the posting of the feedback is under the sole discretion of the place of business and Weezmo has no attitude and/or liability in this regard.
- 3.2 Furthermore, the service may include additional aspects related to receiving and using information in a manner that will allow customizing content to a user, all as detailed in the privacy policy.
- 3.3 At this stage the service is provided free of charge, but this may change at any time and at the sole discretion of the Company.

4. RECEIVING A LINK TO AN INVOICE BY SMS MESSAGE AND/OR E-MAIL

When making a purchase at a place of business that is subscribed to the site and/or to the service, the user can request to receive to the mobile device in his possession or to the e-mail address that he conveys, a link to a digital receipt as an SMS message or e-mail. When opening the link in order to view the receipt, the user is transferred to the site and accordingly he shall be governed by all the terms of use specified in this document.

LICENSE

Weezmo is granting you a personal, global, royalty free, non-assignable and non-exclusive license in order to use the software provided to you by Weezmo as part of the services as provided to you by Weezmo (hereinafter "the software" below). This license is intended for the sole purpose of allowing you to enjoy the advantages of the services and to enjoy them as prescribed by Weezmo, in the manner permitted pursuant to the terms. You are not allowed (and you cannot permit anyone else) to copy, to change, to create a derivative work, to perform reverse engineering, to perform reverse compilation or to attempt to extract the source code of the software or any part thereof, unless

this is explicitly required by law, or if you have been told in a specific, explicit and written manner by Weezmo that you may do so. If Weezmo's authorizations have not granted you explicit written authorization to do so, you are not allowed to assign (or to grant a sub-license) your rights to use the software, to grant security rights in your rights or to use the same, to assign or to transfer in any other way part of your rights to use the software, where apart from rights of use, you are not granted other rights in relation to the service and the software.

5. REGISTERING FOR THE SERICE AND CREATING A USER ACCOUNT

- 5.1 Although part of the service is provided without having to register for the site, in order to enjoy the full service that the Company provides, it is necessary to become a registered user.
- 5.2 When performing the registration or the identification for the site, the user may be required to convey personal details, such as first name, last name, telephone number, e-mail address, etc. By entering the personal details the user is in effect declaring that the details that were entered are his own details and that they are correct and accurate. Furthermore, by entering the personal details, the user is in effect giving his consent that these details shall be included, subject to the provisions of the law, in the database of the Company and to the Company making various uses of said details, including sending electronic direct mail to the registered user, and all subject to the provisions of the relevant law and as detailed in the privacy policy.
- 5.3 If the user wants to remove his personal details from the database of the Company and/or does not want direct mail to be sent to him after having conveyed his details on his own initiative he may demand the removal of the same by contacting: info@weezmo.com.
- 5.4 The Company and/or anyone acting on its behalf shall be allowed to contact the user, whether or not he is registered, by direct mail, including by mail, by e-mail, by contacting by telephone and/or by contacting by facsimile, for sales promotion and marketing purposes. In this context, the Company may transfer to the user information regarding the Company and/or anyone acting on its behalf, including information with regard to various products, services and special offers.
- 5.5 The Company shall be allowed, subject to the provisions of any law, to use the details that the registered user has conveyed and information that it shall gather about the user's site usage patterns for the sake of improving the services, for improving the relationship with the user, for direct mail

- purposes or for the purpose of analyzing and delivering statistical information to third parties, including to advertisers, and provided that this information does not contain identifying details of the user.
- 5.6 It is strictly prohibited to create an account under an alias and/or by using the personal details of someone else.
- 5.7 The user alone is responsible for activity carried out from his user account and he must properly safeguard the existing identifiers at all times.

6. GENERAL LIMITATION OF LIABILITY

- 6.1 The Company may, at its sole discretion, change and/or cease, at any time, the activity or any of the activities on the site, this without having to give any advance warning and/or notice.
- 6.2 For the avoidance of doubt and without derogating from the provisions in the terms of use above and below, the browsing and/or use of the site are solely the user's responsibility. The Company and/or anyone acting on its behalf do not bear any liability in connection with the user's browsing and/or use of the site and all the contents included in the site are displayed as is.
- 6.3 Within the framework of the services, various coupons and/or bonuses may appear and/or be offered for particular places of business some of them may lead to an external site. When transferring to the external site, you shall be subject to the terms of use and/or the privacy policy of this site and Weezmo has no control and/or liability in relation to them.
- 6.4 Moreover the various aforesaid coupons and bonuses are subject to the commercial terms that are prescribed exclusively by the relevant place of business and that constitute the relationship between you and the place of business. Weezmo has no and shall have no liability in relation to these bonuses and/or coupons and no allegation and/or complaint shall be heard from you on the subject.
- 6.5 Any reliance by the user and/or by any third party on any content, information, advertisements, products, services, opinions and positions, which are displayed or posted on the site and/or on sites to which there is an option of referral as stated, including information, content, opinions and positions displayed or posted there, is made at their discretion and at their sole responsibility. Without derogating from the general purport of the aforesaid, it is clarified that the Company is not liable for the information and the data (including, without limitation, truthfulness,

- accuracy and the information and/or the data being complete) displayed in receipts and/or in contents on the site that are uploaded and/or provided by third parties, including, without limitation, by subscriber places of business.
- 6.6 The Company and/or anyone acting on its behalf are not liable in any way, either directly or indirectly, merely for the user browsing the site and/or using the site in any way and/or for any consequence caused to the user and/or to any third party as a result of the foregoing and/or in relation thereto. The posting of contents on the site or the placing of a link by the Company shall not be interpreted as an offer to the user, as an expression of support, encouragement, consent or sponsorship of the Company to these contents and/or to the services offered by others.
- 6.7 The display of the data does not constitute a recommendation and/or expression of sentiment and/or opinion in relation to the information displayed on a sales site of any third party and/or to the services and/or products offered by any third party.
- 6.8 In addition and without derogating from the general purport of the foregoing, the Company and/or anyone acting on its behalf are not liable, either directly or indirectly, for each one of the following: (1) Injury and/or damage of any kind to person and/or to property caused as a result of using the site; (2) interference, malfunction, deletion of data and/or interruption in transferring data / content to or from the site; (3) injury and/or damage caused as a result of a virus, bug, Trojan horse and/or something similar to these which shall be found on the site and/or transferred therefrom; (4) injury and/or damage and/or disruption and/or loss that shall be caused as a result of using any of the contents of the site and/or the services found on the site. Without derogating from the general purport of the aforesaid, using an archive for saving receipts on the site is not a substitute for and does not obviate the need of the user to create appropriate backups for himself off the site.
- 6.9 The user hereby waives any allegation and/or demand and/or claim against the Company and/or anyone acting on its behalf in connection with the user browsing the site and/or using the site in any way and/or any consequence caused to the user and/or to any third party as a result of his browsing the site and/or his use or non-use as stated, and in addition, but without derogating from the general purport of the foregoing, in respect of any damage and/or injury and/or expense and/or detriment and/or loss and/or anything else that shall be caused to the user and/or to any third party as a result of the use of the site and/or any of the contents included

therein and/or the user's violation and/or any third party's violation of any of the terms of use and/or as a result of the user's infringement and/or any third party's infringement of any third party rights as a result of and/or in connection with the use of the site and including the conversion of invoices and receipts in various formats, such as: Photo, PDF and HTML document to a Weezmo digital format and/or as a result of the user's reliance or any third party's reliance on the site contents and/or any other information found on the site.

7. INFORMATION SECURITY

- 7.1 The Company is doing everything within its power and is using accepted technological and organizational security measures in order to secure the site, the modes of communication through the site and the information under its control, against accidental or intentional exploitation, loss, destruction, or against access by unauthorized or unlicensed persons. The communication between the user's devices and the computers supporting the site is secured using accepted encryption methods, in accordance with the conventional standards. In addition, the Company takes reasonable measures to protect the site and hardware and software components related to the operation of the site and arranges for them to be updated regularly, *inter alia*, in order to protect the site and the content thereof against intrusions, breaches or unauthorized wiretapping.
- 7.2 Notwithstanding the foregoing, the Company cannot absolutely guarantee the security and protection of the information and does not warrant that its services shall be absolutely immune from unauthorized access to the information or the content stored therein. Accordingly, it is hereby clarified that the Company shall not be liable and shall bear no liability in the case of any intrusion or breach and/or damage caused due to the use of an application and/or software and/or related services by the user of the application and/or anyone acting on his behalf and/or due to a security failure beyond its control.

8. <u>LINKS TO OTHER SITES</u>

8.1 The site displays various kinds of information, including advertisements, offers, bonuses, etc. – on behalf of third parties. In this context, *inter alia*,

- links are activated to third party sites, including sales sites and/or vendors offering products and/or services to the user (hereinafter "third parties").
- 8.2 Contents displayed on third party sites are not owned by the Company, are not operated by it, are not under its responsibility and are under the full and sole responsibility of those same third parties.
- 8.3 It is hereby clarified that the Company and/or anyone acting on its behalf are in no way related to third party sites and accordingly they are not liable for the contents appearing there, for the terms of use of said sites, for their privacy policy and/or for anything else related to said sites. By the user browsing any of the linked sites, he is in effect hereby irrevocably releasing the Company and/or anyone acting on its behalf from any liability in relation to said sites.
- 8.4 The Company does not warrant that all the links that shall be found on the site shall be functional and shall lead the user to a website or an active media channel. The Company may cancel a link included in the site or refrain from adding a new link, all at its sole discretion. The Company does not warrant that there shall be no malfunction or defect or failures or interference ("interruption") in the site operation and/or in the internet and/or in the cellular network and/or in any other media where and/or by means of which the site contents and/or applications are displayed.
- 8.5 The use of third party sites is subject to terms of use prescribed by said third parties on these linked sites and the Company has and shall have no liability in relation to them. If the user transfers / is transferred to linked sites, the Company recommends to read the terms of use and the privacy policy of said site and to verify that the site is indeed consistent with the user's website usage patterns and does not contain prohibited material, such as: Explicit, harmful, offensive, hostile, threatening, false, indecent, violent, objectionable, illegal and/or inappropriate content.

9. THE CONTENTS INCLUDED IN THE SITE AND THE LIABILITY FOR THEM

- 9.1 The site contents include any written expression, shape, symbol, sound, image, video and so on, which were created by the Company and/or anyone acting on its behalf and/or third parties with which the Company has engaged, and appearing on the site ("the site contents").
- 9.2 No commercial use is to be made of the site and/or any of the site contents and/or part of the same without obtaining the prior written approval of the Company. In addition and without derogating from the general purport of the foregoing, it is forbidden to change, copy, transfer, reproduce, post,

- broadcast, publicly display, distribute, sell, grant a license to use and/or make any similar or other commercial use of the site and/or the site contents or part of the same without obtaining such approval.
- 9.3 It is clarified that the user is solely liable for any reliance on any of the site contents, while Weezmo declares that it has and shall bear no liability of any kind in relation to the invoices submitted through it on your behalf, and that it does not have the ability to verify the accuracy of the same.

10. COPYRIGHTS AND INTELLECTUAL PROPERTY

- 10.1 All the copyrights and the intellectual property on the site including in the design thereof and in any software, application, graphic file, trademark, texts, computer code and any other material included therein ("the Company's rights") belongs to the Company alone and/or its content providers, and/or its business partners, as the case may be.
- 10.2 It is forbidden to copy, distribute, insert changes, broadcast, publicly display, reproduce, post, issue a license, create derivative works or sell an item of the Company's rights or to deliver any part of the aforementioned to a third party without obtaining the explicit prior written consent of the Company.
- 10.3 The Company reserves all the Company's rights as set forth above, and the user's mere entry into the site does not grant him and/or any third party any license and/or right in the Company's rights and/or any part thereof.
- 10.4 Unauthorized use of the Company's rights and/or the trademarks found on the site, including the copying, translation or posting of the same on a network or on any other media is strictly prohibited. In addition, any change to the Company's rights and/or to any information found on the site is strictly prohibited.
- 10.5 The Company's name and the domain name of the site, including all the trademarks of the Company, are wholly and exclusively owned by the Company and the mere entry into the site does not grant any license and/or right therein.

11. CHANGES

11.1 The Company reserves the right, according to its sole discretion, to cease, to remove, to change and/or to restrict (as the case may be) features, applications, services and/or contents included in the site or part of the

- same and/or to stipulate conditions in relation thereto and this without having to explain and/or to notify anything to anyone concerned.
- 11.2 Furthermore, the Company and/or anyone acting on its behalf reserves the right to cease the site activity either temporarily or permanently and this without having to give advance warning.
- 11.3 By the use being made by the user of the site, the user in effect hereby irrevocably waives any allegation and/or demand and/or claim against the Company and/or anyone acting on its behalf in connection with changes to the site, the cessation of the site activity either temporarily or permanently and/or in connection with the cessation, removal, change and/or restriction by the Company and/or anyone acting on its behalf of features, applications, services, contents and/or anything else included in the site.

12. THE GOVERNING LAW AND JURISDICTION

The laws of the State of Israel alone shall govern the site, the use of the same, the terms of use and the privacy policy and anything pertaining to any of the above, including the interpretation thereof, and any legal dispute and/or question associated with the site, the use of the same, the terms of use and/or the privacy policy shall be brought for decision before the competent judicial instance in Haifa only.

13. PROHIBITED USES

- 13.1 The user undertakes to make only personal use of the site. It is prohibited to use the information on the site for commercial use, advertisement or solicitation to purchase products or services.
- 13.2 The user agrees and undertakes to indemnify and to compensate the Company, its employees and its representatives, promptly upon their first demand, against any allegation and/or demand and/or claim, including and without derogating from the general purport of the foregoing, attorney's fees and court costs, if there shall be any, arising from prohibited use that he makes of the site, including use of contents appearing on the site or on linked sites or the access to which is made via the site, or arising from the consequences of use contrary to the site regulations.
- 13.3 The user undertakes not to interrupt and/or to harm the site and/or its activity in any way. In addition he undertakes not to perform any of the following actions:

- To make any technological changes to the site and/or to the site contents and/or to the Company's rights and/or to any other information and/or application and/or service found on the site, including the security measures found on the site;
- To interfere with and/or to change the source code of the site and/or the source files of the site and/or of the site contents and/or the Company's rights;
- Uploading, sending or transmitting any material containing any kind of computer virus or any other computer code designed to destroy, interrupt or restrict the use (and including any other use apart from fair and reasonable use of the service) in any one of the computers, the servers, the hardware or the software being used by the Company for the purpose of the site;
- Disseminating "junk e-mail" (spam) to the site servers, or floating them by any other mail;
- Change, adaptation, copying, information extraction, modification, granting a sub-license, translation, sale, performing actions of reverse engineering, disassembly or reassembly of each one of the code parts comprising the site, including the knowledge base, as well as such actions with respect to the hardware and the software being used for the site;
- Compromising in any way copyrights, trademarks, or any other proprietary right found on the site;
- Placing the site, or any part thereof, within a frame of another site (framing), or as part of another site (mirroring), without the prior written consent of the Company;
- Using any robot, "worm", "spider", information retrieval and search engine, or any other automatic or manual tool designed to index, retrieve and trace information on the site, or such tool designed to reveal the structure of the database and the code on this site.
- It is strictly forbidden to transfer the text message received by Weezmo, the link to the receipt, or the receipt itself to any third party. The receipt or the link to it may contain personal or private information, and it may also allow to provide further information related to the user. Therefore, any transfer of the above shall be under the sole liability of the user.
- It is strictly forbidden to insert any information related to a third party in any of

the Weezmo's services (such as someone else's phone number). The user undertakes to only provide information directly related to itself.

14. ADDITIONAL TERMS

- 14.1 It is clarified that the Company shall have no liability in connection with events defined as force majeure.
- 14.2 If a particular stipulation in the terms of use and/or in the privacy policy is found to be illegal, void or unenforceable for any reason whatsoever, this stipulation shall be deemed severed from the other stipulations and shall not affect the relevance, legality and enforceability of the remaining stipulations.
- 14.3 Any right not explicitly granted to the user shall be reserved to the Company and/or anyone acting on its behalf.
- 14.4 Weezmo has subsidiaries and related legal and business entities throughout the world ("subsidiaries and partnerships"). Occasionally, these companies shall provide the services for you in Weezmo's name. You confirm and consent that subsidiaries and partnerships shall be entitled to provide the services to you at any given time.
- 14.5 You confirm and consent that while Weezmo cannot prescribe a fixed upper limit for the number of transmissions that you may send or receive via the services, or the amount of storage space required and/or used for rendering any service, this shall be prescribed by Weezmo at any time, at the sole discretion of Weezmo. You confirm and consent that Weezmo may prescribe procedures and general limits with regard to the use of the service.
- 14.6 Weezmo reserves the right to change, to suspend or to cease any aspect of the service at any time, including the hours of operation or availability of the service or any service feature, without notice and without liability on the part of Weezmo and/or anyone acting on its behalf. We also reserve the right to impose restrictions on certain service features or to restrict the access to parts or to all of the service without notice and without liability.
- 14.7 Weezmo may refuse to provide the service to any transaction without prior notice to you or to the retailer. Weezmo does not warrant that the functions included in the service shall be uninterrupted and error free and Weezmo shall not bear liability due to any service outages (including, without limitation, power outages, system failures or other interruptions that may affect the acceptance, processing, receipt, completion or clearance of transactions or service).

15 CONTACT

- 15.1 Weezmo's customer service is open for receiving inquiries and you can contact us with any problem, malfunction and/or question in relation to the service provided and we shall endeavor to answer as soon as possible within a reasonable time. For this purpose, you can contact us by e-mail at info@weezmo.com
- 15.2 In each inquiry, please specify your name and the subject of the inquiry on the subject line in the e-mail. Inquiries not including the details required above shall not be answered.