

Thank you for using Netspark Mobile! Please read this agreement carefully before installing the Netspark Ltd. ("Netspark" or the "Company") application (hereinafter – “the Application” and/or the “Software”). By downloading, installing or using this Software or any portion thereof, including any updated version, change, improvement, update and/or upgrade of the Application to be supplied by Netspark, you agree to the following terms of service:

1. Using the Software

Netspark hereby grants you, and you accept, a limited, personal, non-exclusive, non-assignable, non-negotiable, non-sublicensable license, which may be cancelled in full, to use the Application on a mobile phone owned or controlled by you, all in accordance with the terms and provisions contained in this Agreement. A business entity end-user or a government entity end-user may use the Software for internal use subject to these Terms of Service and for software documentation. (Any reference to “you” in this document shall refer to individual, business and government end-users). Netspark reserves all rights in the Application which have not been granted under this License Agreement expressly.

2. Privacy Policy

As a condition for downloading and using the Software, you agree to the terms specified in the Privacy Policy of Netspark at <<<>>>, which may be updated from time to time without prior notice.

3. Property Rights

You acknowledge that:

- (a) The Software contains proprietary and confidential information that is protected by applicable intellectual property law and other laws; and
- (b) Netspark owns all rights, title and interest in the Software and in additional software provided through or in conjunction with the Software, including without limitation, all intellectual property rights thereto. “Intellectual Property Rights” means all (and any) rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and all other proprietary rights, as well as all applications, renewals, extensions, restorations and revalidation thereof, now or hereafter in effect worldwide. You agree not to (i) copy, sell, license, distribute, transmit, modify, adapt, translate, prepare derivative works, decompile, reverse engineer, disassemble or attempt to obtain in any other way the source code of the Software, unless otherwise permitted, (ii) take any action to circumvent or defeat the security or the usage rules in the content provided, deployed or enforced by any functionality (including without limiting the functionality of digital rights management) contained in the Software, (iii) use the Software to access, copy , transfer, encode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure or modify copyright notices, trademarks, or other proprietary rights notices of Netspark, that are supplied with the Software, contained therein, or accessed in conjunction with or through it. In addition, you shall not allow a third party to perform these actions. The content presented to you as part of the Software, is protected by intellectual property rights owned by Netspark, its third party licensors and others that provide content to Netspark. You may not copy, distribute, display, modify or otherwise use the content or allow others to do so, except when it is provided to you through the Software, unless you have been explicitly informed by Netspark or by the owners of that content that you may do so, in a separate agreement. Netspark and its licensors make no representations or warranties regarding the accuracy or completeness of this information.

4. Automatic Updates

Netspark has no obligation under this Agreement to provide support, maintenance, upgrades or new versions of the Application. However, the Software may periodically contact the company's servers to check for available updates to the Software, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (hereinafter collectively, “the Updates”). By installing the Software, you agree to seek and receive updates automatically on your cell phone or on your computer. You give your consent to such automatic upgrading, and agree that the terms of this Agreement shall apply to all such upgrades.

5. Compliance with laws and NetSpark Policies

You agree to comply with all local laws and regulations regarding the download, installation and/or use of the Software. You agree to comply with all policies and guidelines that may be published by Netspark from time to time, at its sole discretion. For example, but without limitation, you agree that when using the Software:

- You may not use the Software in a manner that violates privacy laws, including wiretapping laws;

- You may not transmit, post, email or otherwise make available data regarding phone or Internet usage habits of users of the Software;
- You may not use the internet when surfing through the Software unlawfully, including:
 - o You shall not abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - o You shall not upload, post, email, transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or illegal content;
 - o You shall not upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret, or other proprietary right of any party, unless you are the owner of such rights or have received from the owner of such rights permission to publish such content;
 - o You shall not download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner;
 - o You shall not impersonate another person or entity, or falsify or delete any author attributions, legal or other notices or proprietary designations or labels of the origin of the Software, content or any other material;
 - o You shall not use Netspark services for illegal or unauthorized purposes;
 - o You shall not promote or provide instructions about illegal activities or promote physical harm against any group or individual; or
 - o You shall not transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature.
- You may not remove any notice of copyright, trademark or other proprietary right included in the Netspark services or applicable thereon;
- You may not interfere with or disrupt the Netspark services or the servers or networks connected to the Netspark services, or disobey any requirements, procedures, policies or regulations of the networks connected to the Netspark services;
- You may not use any robot, scanning, site search / retrieval application to retrieve or index any portion of the Netspark services or to collect information about information owned by Netspark;
- You may not submit content that falsely expresses or implies that such content is sponsored or endorsed by Netspark;
- You may not create user accounts by automated means or under false or fraudulent pretenses;

6. The Manner of Joining Netspark Mobile

Those interested in joining Netspark Mobile may join in any of the two following manners:

- (a) By contacting the company through its website, performing the registration process as stipulated therein, including authorizing the company to charge his credit card and providing his consent to the terms of use.
- (b) By downloading the Netspark Mobile application and performing the registration process as stipulated therein, including authorizing the company to charge his credit card or bank account by a standing order and providing his consent to the terms of use.

7. Payments

- (a) Upon the subscription, the joining client will be granted a free trial with the Netspark Mobile application for one week.
- (b) At the end of the free week trial, the customer will be charged for the use of the Netspark Mobile application for one year.
- (c) Netspark Mobile may renew the subscription and charge the subscription fees automatically following the lapse of the year, unless the subscriber cancels the subscription in advance.
- (d) The user hereby agrees and declares that he acknowledges and agrees that no refund of the annual subscription fees will be granted, neither in full nor in part, following the purchase of the subscription and the free week trial.

- (e) Netspark Mobile reserves the right to update the subscription price list from time to time, according to its sole discretion.

8. Termination of the Agreement

Netspark is entitled to terminate the license granted under this Agreement at any time and for any reason. Without limiting the foregoing, your rights will terminate automatically and immediately without notice from Netspark if you do not comply with any provision of these Terms of Service. Upon termination of this Agreement by Netspark: (a) the license granted to you under this Agreement shall expire and you shall cease any further use of the Application, and (b) you shall return to Netspark any tangible property which includes the intellectual property rights of Netspark and all its copies and/or you shall delete or destroy any information related thereto that is in your possession in electronic form.

9. Indemnification

You hereby agree to indemnify Netspark, its subsidiaries, affiliates, officers, agents and employees from and against any claim, lawsuit or action arising from or in any way related to your use of the Software or breach of these Terms of Service, including any liability or expense arising from all claims, losses, damages, lawsuits, judgments, litigation costs and attorney fees, of any kind. In this case, Netspark will provide you with written notice of such claim, lawsuit or action.

10. Disclaimer

YOU HEREBY EXPRESSLY UNDERSTAND AND AGREE THAT:

- A) Your use of the Software is at your sole risk. The Software is provided on an "AS IS" basis and without warranty of any kind. To the extent permitted by law, Netspark and its licensors disclaim all warranties and conditions of any kind, whether expressed or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.
- B) Netspark and its licensors do not warrant (I) that the Software will meet all of your requirements, (II) that the Software will be error-free or bug-free, (III) regarding the security, reliability, timeliness or performance of the Software, and (IV) that any errors in the Software will be corrected.
- C) Any content or material downloaded or otherwise obtained through the use of the Software is done at your own discretion and risk and you will be solely responsible for any damage to your mobile phone or any other device, or loss of data that results from the download of any such content or material.
- D) No oral or written advice or information received from Netspark or any third party or through the Software, shall create any warranty that is not expressly stated in these Terms and Conditions.

11. Limitation of Liability

You understand and agree that Netspark and its licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Netspark or its licensors have been advised of the possibility of such damages), resulting from:

- (1) the use or the inability to use the Software or to access content or data;
- (2) unauthorized access to or alteration of your transmissions or data, or
- (3) any other matter relating to the Software.

The foregoing limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy to the fullest extent permitted by law. Under no circumstances shall Netspark or any third party who makes its software available in conjunction with or through the Software be liable to you or any user on account of your use or misuse of the Software or such third party software or content. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if Netspark and/or a third party software or content provider have been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from the use or misuse of, inability to use, or reliance on the Software and all third party software or content made available in conjunction with or through the Software, or from the interruptions, suspension, or termination of the Software and any third party software or content made available in conjunction with or through the Software (including such damages caused by third parties). Such limitation shall apply notwithstanding a failure of the essential purpose of any limited remedy and to the fullest extent permitted by law.

12. Exclusions and Limitations

Nothing in this Agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited.

13. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in the Terms and Conditions, there shall be no third party beneficiaries to the Terms of Service.

14. General

(a) Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel only (without regard to the international conflict of law provisions thereof). The competent courts of Tel Aviv shall have exclusive jurisdiction over any dispute or controversy arising between the parties as a result of this Agreement. The parties explicitly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

If for any reason, any provision of this Agreement is declared invalid or unenforceable by a competent court, then the remaining provisions of this Agreement shall remain in full force and effect.

(b) Waiver and Severability of Terms. The failure of Netspark to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions shall remain in full force and effect.

(c) Statute of Limitations. You agree that regardless of any regulation or law to the contrary, any claim or cause of action arising out of or related to use of the Software or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(d) These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any prior understandings or agreements, whether written or oral, regarding the subject matter of this agreement. The waiver of any provision hereof shall be valid only if made in writing and signed by Netspark and/or third parties who make available to you their software through or in conjunction with the Software.