

Netspark End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE APP.

By clicking the "accept" or "ok" button, or installing and/or using the Netspark Mobile Application (the "**Application**", the "**App**" or the "**Services**") you expressly acknowledge and agree that you are entering into a legal agreement with Netspark Ltd. ("**Netspark**", "**Company**", "**we**", "**us**" or "**our**") and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement ("**Agreement**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not download, install or use the App.

1. Ability to Accept.

By installing the App you affirm that you are over thirteen (13) years of age. If you are between the age of thirteen (13) and eighteen (18) years then, prior to installing the App, you must first review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand its terms and conditions and agree to them.

2. License to Use the Application

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 download, install and use the Application on a supported device (mobile smartphone, tablet, or compatible desktop computer) owned or controlled by you, all in accordance with the terms and provisions contained in this Agreement.

3. License Restrictions.

You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the App; (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof; (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use Netspark name, logo or trademarks without our prior written consent; (ix) use the App to violate any applicable laws (including applicable privacy laws), rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement; and/or (x) create user's account under false or fraudulent pretenses.

4. Scope of the Services.

The Application provides filtering and screening services with respect to content that is available, received or transmitted to the device in which the Application is installed. You are able to determine and change the scope of the filtering services that will be provided to you through the Application by adjusting your account settings and/or the Application settings. Please note that the services will not be provided with respect to content that is accessed to while a "hot-spot" is activated in the device.

5. Privacy.

We will use any personal information that we may collect or obtain in connection with the App in accordance with our privacy policy which is available at <https://www.netsparkmobile.com/dist/netspark/privacy.en.pdf> ("**Privacy Policy**"), and you agree that we may do so.

6. **Property Rights**

You acknowledge that:

- 6.1. The Application contains proprietary and confidential information that is protected by applicable intellectual property law and other laws; and
 - 6.2. Netspark owns all rights, title and interest in the Application and in additional software provided through or in conjunction with the Application, including without limitation, all intellectual property rights thereto. We reserve all rights not expressly granted herein to the App. "**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.
 - 6.3. The content on the App, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "**Materials**") and the trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials the "**Content**"), is the property of Netspark and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Netspark" and the Netspark logo are Marks of Netspark and its affiliates. All other Marks used on the App are the trademarks, service marks, or logos of their respective owners.
 - 6.4. The content on the App is provided to you "as is" for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.
7. **Automatic Updates.** Netspark has no obligation under this Agreement to provide support, maintenance, upgrades or new versions of the Application. However, the Application may include automatic updating or upgrading without any additional notice to you (hereinafter collectively, "**the Updates**"). By installing the Software, you agree to such automatic Updates. All references herein to the App shall include Revisions. This Agreement shall govern any Updates that replace or supplement the original App, unless the Update is accompanied by a separate license agreement which will govern the Update.
8. **Third Party Sources.** The App may enable you to access, link to and use the content and services from third parties websites that are not controlled or owned by us ("**Third Party Sources**") . Netspark is not responsible to the content, services terms of use, privacy policies, actions or practices of the Third Parties Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity. Unless otherwise stated, we do not endorse or sponsor any advertising, promotions, campaigns, products, services or other materials that is included in any content provided to you or communicated to you by Third Party Sources ("**Third Party Content**"). You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Netspark and release Netspark from any and all liability arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

9. **Trial and Subscription Fee.**

The Following provisions applies only with respect to a user that purchases and downloads the App through our website. A user that purchases the App through an application store ("**Store**") will be subject to the Store's terms of use (including as set forth in Section 19 below).

- 9.1. In order for the user to be able to use the Services, in the course of the registration process, a user that registers via our website will be required to provide his/her credit card details in order to pay for the Services via our third party payment processor service provider (such as "Pay-Pal") (the "**Payment Details**" and the "**Payment Processor**"), and will be subject to the Payment Processor's terms of service and privacy policy.
- 9.2. It is agreed that the first seven (7) days following the user's providing the Payment Details, shall be deemed a trial period (the "**Trial Period**") and we will not charge you any fee for the services during the Trial Period. Following the Trial Period, to the extent that the user will not provide us termination notice as set forth in section 10.3 below, the license to use the Services shall be extended for the applicable subscription term for which the user subscribed, which shall be automatically renewed for subsequent periods (the "**Subscription Term**"). In consideration for the license to use the Services during the Subscription Term, user shall pay Netspark the subscription fee according to Netspark's then current subscription fee, in advance (the "**Subscription Fee**") and you hereby confirm and authorize Netspark and its Payment Processor to use your Payment Details in order to charge from you the applicable Subscription Fee.
- 9.3. Netspark reserves the right to update the Subscription Fee price list from time to time, according to its sole discretion, and in such case we will notify the user regarding such updates by sending you a notice regarding the upcoming change, to user's email address.

10. **Termination of the Agreement**

- 10.1. Netspark is entitled to terminate the Services and/or the license granted under this Agreement at any time and for any reason. 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) to the extent that you purchased the App from our website (and not via a Store) Netspark shall return to you the pro-rata amount of the Subscription Fee for the period following termination of this Agreement.
 - 10.2. Netspark is further entitled to terminate this Agreement in case user breaches any of the terms of this Agreement. In such case of termination, license granted to you under this Agreement shall expire and user shall cease any further use of the Application. It is further clarified that in such case, user shall not be entitled to receive any refund of the Subscription Fee.
 - 10.3. If you wish to terminate this Agreement, you are required to provide us a written notice to support@netsparkmobile.com specifying your request or by logging into your user's account at netsparkmobile.com and terminate the "auto-renewal" option on your subscription payments option. Your termination request will come into effect in the month following the month in which the termination notice was provided, in a manner that the applicable Subscription Term will not be renewed. If you choose to terminate this Agreement during the subscription term, and you purchased the App from our website (and not via a Store) we will refund you the pro-rata amount of the Subscription Fee for the period following termination of this Agreement. **Please note that removing the App from the device will not be considered as termination of this Agreement.**
 - 10.4. This Section 10.4 and Sections 6 (*Intellectual Property Rights*), 5 (*Privacy*), 12 (*Warranty Disclaimers*), 13 (*Limitation of Liability*), 11 (*Indemnification*), and 14 (*Assignment*), and 18 (*General*) shall survive termination of this Agreement
11. **Indemnification.** You hereby agree to indemnify Netspark, its subsidiaries and affiliates their officers, agents and employees from and against any claim, lawsuit or action arising from or in any way related to your use of the Services or breach of the terms of this Agreement, including any liability or expense arising from all claims, losses, damages, lawsuits, judgments, litigation costs and attorney fees, of any kind.
 12. **Disclaimer of Warranties.**

YOU HEREBY EXPRESSLY UNDERSTAND AND AGREE THAT:

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND

THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE, WITHOUT ANY INTERRUPTIONS, THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE, THAT WE WILL CORRECT ANY ERRORS IN THE SERVICES OR THAT THE APP WILL FILTER ALL REQUIRED CONTENT FROM AND/OR IN THE DEVICE. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES OR CONSEQUENCES OF ANY KIND TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM THE USE OF THE SERVICES INCLUDING WITH RESPECT TO ANY FAILURE TO FILTER REQUIRED CONTENT FROM AND/OR IN THE APP AND/OR AS A RESULT OF FAILURE TO RECEIVE OR DELETION OF ANY CONTENT (INCLUDING CONTENT INCLUDED IN THIRD PARTIES APPLICATION) AS A RESULT OF THE SERVICES AND/OR THE APP.

IN ADDITION, IT IS EXPRESSLY STATED THAT THE APP MAY CREATE TECHNICAL PROBLEMS IN THE DEVICE, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (INCLUDING SLOWING DOWN YOUR INTERNET SPEED), THE DEVICE OPERATING SYSTEM AND THE OPERATION OF OTHER APPLICATIONS INSTALLED ON THE DEVICE, AND YOU AGREE THAT NETSPARK SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES OR CONSEQUENCES OF ANY KIND TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM THE AFORESAID TECHNICAL PROBLEMS.

NETSPARK DOES NOT GUARANTEE THAT THE SERVICES AND FUNCTIONING OF THE APP WILL BE THE SAME ON ANY MOBILE DEVICE, TABLET AND/OR ANY OTHER DEVICE AND/OR OPERATING SYSTEMS AND/OR THE DIFFERENT VERSIONS OF EACH OPERATING SYSTEM AND/OR DIFFERENT VERSIONS OF APPLICATIONS, AND WILL NOT BE RESPONSIBLE FOR ANY CLAIM RAISED IN THIS REGARD. IN ADDITION, WE DO NOT WARRANT THAT THE SERVICES WILL OPERATE WHEN THE DEVICE IS TURNED OFF AND WILL NOT BE RESPONSIBLE FOR ANY CLAIM RAISED IN THIS REGARD.

IT IS FURTHER STATED THAT ANY UNAPPROVED ATTEMPT TO REMOVE THE APP FROM THE DEVICE OR OTHERWISE BYPASS THE APP'S BUILT-IN PROTECTIONS MAY RESULT IN THE DESTRUCTION AND/OR DAMAGE TO THE DEVICE (INCLUDING TO ITS HARDWARE AND/OR SOFTWARE), ITS OPERATING SYSTEM OR ANY OTHER FUNCTIONALITY OR APPLICATION INCLUDED IN THEREUNDER AND YOU AGREE THAT NETSPARK SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES OR CONSEQUENCES OF ANY KIND TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM THE AFORESAID.

IT IS FURTHER STATED THAT THERE MAY BE CASES THAT THE OPERATION OF THE SERVICES WILL RESULT IN THE UTILIZATION OF YOUR BROWSING PACKAGE, AND NETSPARK WILL NOT BE LIABLE FOR ANY DAMAGES OR CONSEQUENCES OF ANY KIND TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM THE AFORESAID, INCLUDING ADDITIONAL PAYMENT OBLIGATIONS TO YOUR INTERNET SUPPLIER.

IT IS FURTHER CLARIFIED THAT THE SCOPE OF THE SCREENING SERVICES THAT WILL BE PROVIDED TO USERS WHO DOWNLOADED THE APP THROUGH A STORE IS LIMITED AND REDUCED FROM THE SCOPE OF SCREENING SERVICES PROVIDED TO USERS WHO DOWNLOADED THE APP FROM OUR WEBSITE.

IF YOU HAVE A DISPUTE WITH THE MANAGER OR ANY THIRD PARTY WITH RESPECT TO THE SERVICES, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

13. Limitation of Liability.

- 13.1. UNDER NO CIRCUMSTANCES SHALL NETSPARK BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, DAMAGE TO THE DEVICE OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES EVEN IF NETSPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2. IN ANY EVENT, NETSPARK'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SERVICES, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL

AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO NETSPARK FOR USING THE APP WITHIN THE LAST APPLICABLE SUBSCRIPTION TERM (NOT INCLUDING PREVIOUS SUBSCRIPTION TERMS THAT HAVE BEEN EXTENDED PRECEDING THE DATE OF BRINGING A CLAIM.

14. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Netspark without restriction or notification.
15. **Third Party Open Source Software.** Portions of the App may include third party open source software that are subject to third party terms and conditions ("**Third Party Terms**"). A list of any third party open source software and related Third Party Terms is available at https://www.netsparkmobile.com/dist/netspark/open_source_compliance.pdf. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software.
16. **Modification.** We reserve the right to modify this Agreement at any time by sending you an e-mail notification. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.
17. **Contact Details.** You can contact the Company's customer service for any questions by sending an Email to support@netsparkmobile.com
18. **General**

- 18.1. 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.
- 18.2. 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.
- 18.3. The failure of Netspark to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 18.4. If any provision of the Terms of Use 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 of Use shall remain in full force and effect.
- 18.5. 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 Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 18.6. This Agreement, as well as the Privacy Policy, 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.

19. **Distributor Requirements and Usage Rules.**

Apple. If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- 19.1. You acknowledge and agree that:
 - 19.1.1. this Agreement is concluded between Netspark and you only, and not with Apple, and Netspark and its licensors, and not Apple, are solely responsible for the App and the content thereof. your use of the App is also subject to the

Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement. The License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS; Netspark is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App; Netspark is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Netspark's sole responsibility; Netspark, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App's use of HealthKit and HomeKit frameworks;

- 19.1.2. in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
- 19.1.3. Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- 19.1.4. You represent and warrant that: (a) 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; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 19.1.5. If you have any questions, complaints, or claims regarding the App, please contact Netspark at: support@netsparkmobile.com.
- 19.1.6. By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).

20. **Last updated: January 2018**