

## **Netspark End User License Agreement**

Please carefully read the document below before installing and/or using the application.

By pressing the Accept or OK button or by installing and/or using the Netspark Mobile application, (hereinafter: the “**Application**” or the “**Services**”), you explicitly confirm and agree that you are signing a legal agreement with Netspark Ltd. (hereinafter: “**Netspark**”, the “**Company**”, “**we**”, “**us**” or “**our**”) and that you have understood and agreed to abide by and be subject to the conditions and provisions of this end user license agreement (hereinafter: the “**Agreement**”). You hereby waive any right to demand an original (non-electronic) signature or delivery or keeping of non-electronic documents, if this is not prohibited under the applicable law. If you do not consent to the provisions of this agreement, do not download, install or use the application.

### **1. Competency**

Your purchase and/or installation of the Application constitute confirmation that you are above the age of thirteen (13). If you are aged thirteen (13) to eighteen (18), before installing the Application, you must first read this Agreement with a parent or guardian, in order to make sure that you and the parent or guardian understand and consent to the terms of the Agreement.

### **2. License for using the Application**

Netspark hereby grants you and you accept a limited, personal, nonexclusive, unassignable, non-negotiable, non-sublicensable, fully revocable license to download, install and use the Application on a supported device (including a smartphone, tablet, desktop or laptop computer (hereinafter: “**Device**”) that you own or control, in accordance with the provisions hereof. For the removal of doubt, it is hereby clarified that Netspark will not support hacked Devices, and no services will be provided for such Devices.

### **3. Restrictions to the license**

You consent not to perform the following actions and not to permit any third party to: perform such actions: (1) sublicensing, distributing, selling, leasing, lending or renting out the Application; (2) making the Application available to a network that may be used by a number of Devices owned or operated by different people at the same time; (3) deconstruct, reverse engineering, decompile, decode or attempt to find the source code of the Application; (4) copy (except for backup purposes), modify, improve or make derivative works of the Application or any part thereof; (5) bypass, deactivate or otherwise interfere with the security characteristics of the Application, or characteristics that prevent or restrict use or copying of any content or that impose restrictions on the use of the Application; (6) remove, modify or blurring any propriety or proprietary identification notice, including copyrights, trademarks, patents or other notices, which are included or shown in or through the application; (7) using all communication systems supplied by the Application in order to send commercial correspondences that have not been permitted and/or requested; (8) using the name, logo or trademarks of Netspark without our prior written approval; (9) using the Application in order to violate any applicable law (including privacy laws), applicable rule or regulation or any other unlawful, damaging, irresponsible or inappropriate purpose, or in any way that breaches this Agreement and/or (10) create a user account under a false or fake identity.

### **4. Scope of the Services**

The Application provides, as part of the Services, filtering services with respect to the available content, which has been received or is transferred to a Device on which the Application is installed (the “**Filtering Services**”). You can establish and change the scope of the Filtering Services that will be provided to you through the Application, through adjusting the account settings and/or

Application settings. Please note that the Services will not be provided with respect to the content that you will access when operating a hot spot using a Device.

## 5. Netspark Cyber Services

- 5.1. As part of the Services, Netspark may offer users of the Application cyber protection services against impersonating sites and sites suspected of containing files/ programs that are known as being malicious (hereinafter respectively: the “**Impersonating Sites**”, and the “**Cyber Services**”). It is hereby clarified that any reference in this Agreement to the Services will also include the Cyber Services.
- 5.2. The Cyber Services will be provided only to users of the Application who are active customers of the Company and that who use Devices that are connected to the Application for Web browsing. The Cyber Services are being offered at this time at no extra cost besides the subscription fee, but you hereby acknowledge that Netspark retains the option to require payment for the Cyber Services, but in such a case we will update you of this change, including the cost of the Cyber Services. Section 10 will apply to users who request to purchase the Cyber Services, *mutatis mutandis*.
- 5.3. It is hereby clarified that in cases in which a user installs VPN software and/or a proxy server on the Device on which the Application is installed, the Cyber Services will not be provided, unless the user has purchased the Cyber Services, and the Company will not be responsible in any way for damage and/or disruption of any kind to a user's Device who has purchased the Cyber Services, and the Company will not be responsible in any way for damage and/or disruption of any kind sustained by a user and/or any third party as a result of not actually providing the Cyber Services, and the user will not be entitled to any refund for this.
- 5.4. In addition to the foregoing, the user understands and confirms that in the following cases, the Cyber Services will be provided only at the primary site address level (and not the internal addresses and pages within the site):
  - 5.4.1. When Netspark’s security certificate has not being installed on the Device for which he is interested in receiving the Cyber Services for; and
  - 5.4.2. In the case of settings, tools, operating systems and other means that may be installed and/or run for the Impersonating Sites not allowing the Cyber Services to be provided, in part or in full.
- 5.5. The User also understands and confirms that the Cyber Services will operate only while browsing the network when the Filtering Services of the Company are on. In the case of the customer’s Filtering Services being off, or if the customer chooses to switch Filtering Services off, the Cyber Services will not run for those Devices. Also, the Cyber Services will only protect against programs or browsers that contact an address (URL) that have been defined as malicious through third party services that the Company may use in connection with the Cyber Services. Given this, there may be programs and/or impersonating sites in which despite the feasibility of malicious elements, the Cyber Services will not work, for which the Company will assume no responsibility. It is also clarified that the Cyber Services are not being provided with respect to email services.
- 5.6. The Company reserves the right to end and/or cancel and/or reduce at any time, at its sole discretion, part or all of the Cyber Services.

## 6. Privacy

We will use personal information that we will gather or receive with respect to the Application, in accordance with our privacy policy, available at: <https://www.netsparkmobile.com/dist/netspark/privacy.en.pdf> (hereinafter: the “**Privacy Policy**”).

## 7. Proprietary rights

You confirm that:

- 7.1. The Application contains proprietary, secret information that is protected under applicable intellectual property laws and other laws.
- 7.2. Netspark owns all rights to the Application and to additional programs that are supplied through or with the Application, including but not limited to all Intellectual Property Rights thereto. “**Intellectual Property Rights**” means all rights under patent laws, copyright laws, commercial secret laws, trademark laws, antitrust laws and any other proprietary rights, and any applications, renewals, extensions, recovery and revalidation thereof, which are effective or will be effective in the future, anywhere in the world. We reserve all rights to the Application that have not been explicitly granted hereunder.
- 7.3. The content in the Application, including but not limited to the text, information, documents, descriptions, products, programs, artwork, graphics, images, sounds, videos, interactive characteristics and the Services (hereinafter: the “**Materials**”) and the trademarks, service marks and logos included therein (hereinafter: the “**Marks**” and together with the Materials: the “**Content**”), are the property of Netspark and/or its licensors, and may be protected under copyright laws and conventions and other applicable intellectual property laws and conventions. Netspark and Netspark’s logo are Marks of Netspark and its affiliates. All other Marks appearing in the Application are the trademarks, service marks or logos of their respective owners.
- 7.4. The Content of the Application is being provided “As Is”, for your personal use, and will not be used, copied, distributed, transmitted, presented, sold, licensed, decompiled or otherwise utilized in any other manner, except with our prior written consent. If you download or print a copy of the Content, you must keep all copyright notices or other intellectual property notices appearing therein.

## 8. Automatic updates

Netspark is not obliged under this Agreement to provide support, maintenance, updates or new versions of the Application. However, the Application may contain an automatic update or upgrade without providing you any additional notice (together, hereinafter: the “**Updates**”). The installation of the software by you constitutes your consent to the said automatic Updates. Any mention herein of the Application will also include modifications to the Application. This Agreement will apply to all Updates that will replace or be added to the original Application, unless the Update comes with a separate license agreement that will apply to the Update.

## 9. Third party sources

The Application allows you to enter, pass through and use Content and services from third party sites that are not under our control or ownership (hereinafter: the “**Third Party Sources**”). Netspark is not responsible for the Content, services, use conditions, Privacy Policy, acts or procedures of Third Party Sources. Please read the use and Privacy Policy agreement of each Third Party Source with which you come into contact before performing any such action. Unless otherwise noted, we do not approve or finance any advertisements, sales promotion, campaigns,

products, services or other Materials that are included in any Content that is being delivered to you or correspondence that is being delivered to you by Third Party Sources (hereinafter: the “**Third Party Content**”). You are exclusively responsible for your relations with a Third Party Source. You consent to waive and hereby waive any statutory or just relief that you have against Netspark, and you exempt Netspark of any responsibility that arises from your use of any Third Party Content and your relations with any Third Party Source. For any question or complaint related to a Third Party Source or any Third Party Content, you must contact the Third Party Source directly.

## 10. Trial period and subscription fees

The following provisions apply only with respect to a user who purchases and downloads the Application through our website. A user purchasing the Application through the app store (hereinafter: the “**Store**”) will be subject to the Store’s use agreement (including as set forth in Section 19 below).

- 10.1. In order for the user to be able to use the Services, during the registration process, a user who has registered through the website will be required to provide his credit card details in order to pay for the Services through a payment service provider on our part (such as **PayPal** and/or **Google Pay**) (hereinafter: the “**Payment Details**” and the “**Payment Service Provider**”) and will be subject to the service agreement and Privacy Policy of the Payment Service Provider.
- 10.2. Unless otherwise stated, it is agreed that the first seven (7) days after the provision of the Payment Details by the user will be considered as a trial period (hereinafter: the “**Trial Period**”) and we will not charge you payment for the Services during the Trial Period. Following the Trial Period, if the user does not provide us a termination notice as set forth in Section 11.3 below, the license to use the Services will be extended to the relevant subscription period purchased by the user, which will renewed automatically for subsequent periods (hereinafter: the “**Subscription Period**”). In exchange for the license to use the Services during the Subscription Period, the user will pay Netspark in advance the subscription fee in accordance with the Netspark subscription fee applying then in effect (hereinafter: the “**Subscription Fee**”), and you confirm and authorize Netspark and its Payment Service Provider to use your Payment Details for collection of the Subscription Fee.
- 10.3. Netspark reserves its right to update the Subscription Fee price list from time to time, at its sole discretion, and in such a case, we will inform the user of such Updates by sending a notice on the matter of the future change to the user’s email address.

## 11. Termination of the Agreement

- 11.1. Netspark is allowed to end this Agreement and/or the license provided hereunder at any time and for any reason. At the time of conclusion of this Agreement by Netspark: (i) the License that has been granted to you pursuant to this Agreement will expire, and you must cease using the Application, and (ii) if you have purchased the Application from our website (and not from the store), Netspark shall refund a prorated amount of the Subscription Fee for the unused period of the Services during the applicable term after the conclusion hereof.
- 11.2. In addition, Netspark is allowed to end this Agreement if the user breaches any provision herein. In the case of such termination, the license that has been granted to you hereunder will expire, and you will have to cease using the Application. In addition, it is clarified

that in such a case, the user will not be allowed to receive any refund for the Subscription Fee.

- 11.3. If you wish to end the Subscription Period and cancel its auto-renewal, you will be required, prior to the end of the Subscription Period, to provide us a detailed written request to the email address [support@netsparkmobile.com](mailto:support@netsparkmobile.com) or enter your account on the website [www.netsparkmobile.com](http://www.netsparkmobile.com), and cancel the automatic renewal option in the subscription payment option. Your conclusion request will take effect in the month after the month on which the conclusion notice has been given, and the Subscription Period will not be renewed.
- 11.4. The termination of this Agreement, and cancellation of the license to use the Application, during the Subscription Period and/or refunds (if any) and/or cancellation fees shall be performed in accordance to Netspark's Cancellation Policy located at: <https://www.netsparkmobile.com/en/cancellation-policy/>. **For your attention, removal of the Application from the Device and/or failure to download and non-use of the Application will not be considered as termination of this Agreement.**
- 11.5. This Section 11.5 and Sections 6 (*Privacy*), 7 (*Proprietary Rights*), 12 (*Indemnification*), 13 (*Disclaimer of Warranties*), 14 (*Limitation of Liability*), 15 (*Assignment*) to 19 (*General*) will continue to apply after the conclusion hereof.

## 12. Indemnification

You agree to indemnify Netspark, its subsidiaries and affiliates and their officers, representatives and employees, for any claim or procedure that arises from or is related in any way to your use of the Services or breach of this Agreement, including any liability or expense arising from any claims, damage, legal procedures, judgments, trial expenses and attorney fees, of any kind.

## 13. Disclaimer of Warranties

You understand and explicitly agree that:

The Services are provided AS IS, without any obligations of any kind, including but not limited to declarations, undertakings and conditions for merchantability, suitability for a certain use, ownership, non-violation and undertakings arising pursuant to a law, or commercial practice or custom.

We do not warrant that the Services will operate without faults, without disturbances, that they will be clear of viruses and other malicious code, and we will repair any faults in the Services and that the Application will filter any required Content from and/or in the Device. You agree that we will not be responsible for any damage or consequences of any kind that you or any third party may sustain, which may result from using the Services, including with respect to any failure to filter required Content from and/or in an application and/or as a result of inability to receive or delete any Content (including Content that is included in third party applications) as a result of the Services and/or the Application.

In addition, it is explicitly declared that the Application may cause technical faults in the Device, including but not limited to with respect to the Internet (including slowing of the

Internet speed), the Device's operating system and running of other applications that are installed on a Device, and you agree that Netspark will not be responsible for any damage or consequence of any type that will be sustained by you or any third party, which may result from the technical faults mentioned above.

Netspark does not warrant that the Services and the functioning of the Application will be identical on every Device and/or operating system and/or on different versions of any operating system and/or different versions of the Applications, and will not be responsible for any claim that will be raised in this regard. In addition, we do not warrant that the Services will run during inactivity of the Device and we will not be responsible for any claim that is made in this regard.

Without detracting from the statements in Section 2 above, Netspark will not be responsible for any claims and/or damage arising from installation of the Application and/or use of the Services on hacked Devices.

In addition, it is hereby declared that any unauthorized attempt to remove the Application from a Device or otherwise bypass the protections built into the Application may cause destruction of and/or damage to a Device (including to the hardware and/or software of the Device), its operating system or any other function or application therein, and you agree that Netspark will not be responsible for any damage or consequences of any kind that you or any third party will sustain, which may result from the foregoing.

In addition, it is hereby declared that there may be cases in which the running of the Services will result in utilization of your browsing package, and Netspark will not be responsible for any damage or consequences of any kind that you or any third party may sustain, which may result from the foregoing, including additional payment undertakings to your Internet service provider.

In addition it is hereby clarified that the scope of the Services that will be provided to users who have downloaded the Application through the store is limited and minor compared to the scope of the Services provided to users who have downloaded the Application from our website.

In the case of a dispute with a manager or any third party with respect to the Services, we will not be responsible for any claim or compensation arising from or pertaining to the said dispute. We are allowed but not obliged to investigate any such dispute.

#### **14. Limitation of Liability**

14.1. In any case, Netspark will not be responsible for any special, direct, indirect, incidental, punitive or consequential compensation or for any loss of data, damage to a Device or goodwill, which arise from or pertain to this Agreement, or which arise from the use or inability to use the Services, even if Netspark has learned about the possibility of occurrence of such damage.

14.2. In any case, Netspark's total cumulative liability for any damage arising from or pertaining to this Agreement or arising from your use or inability to use the Services will not exceed in any way the total of the amounts, if any, which have been actually paid by you to Netspark for use of the Application during the last Subscription Period (not including Subscription Periods that have been extended before the claim filing date).

#### **15. Assignment**

This Agreement and all rights and licenses granted under it will not be transferred or assigned by you, but Netspark is allowed to assign them without limit and without need for notification.

#### **16. Third party open source code software**

Some parts of the application may contain open source programs of third parties, which are subject to third party conditions (hereinafter: "**Third Party Conditions**"). A list of third party open code programs and related Third Party Conditions appears at the address [https://www.netsparkmobile.com/dist/netspark/open\\_source\\_compliance.pdf](https://www.netsparkmobile.com/dist/netspark/open_source_compliance.pdf). In the case of contradiction between any Third Party Conditions and the terms of this Agreement, the Third

Party Conditions will take precedence, but only with respect to the open code programs of relevant third parties.

## **17. Amendments**

We reserve the right to amend this Agreement at any time, by sending an email address. Such a correction will take effect ten (10) days after giving the said announcement, and your continued use of the Application thereafter constitutes your consent to those amendments.

## **18. Contact information**

You may contact the Company's customer service department at any time by writing to the email address [support@netsparkmobile.com](mailto:support@netsparkmobile.com).

## **19. General**

- 19.1. Only the laws of the State of Israel will apply to this Agreement and it will be interpreted according to them (without giving any rules of choice of international law of the State of Israel any effect). The competent courts in Tel Aviv will have sole jurisdiction in any dispute or conflict arising between the parties as a result of this Agreement.
- 19.2. If, for any reason, a competent court finds that any provision of this Agreement is invalid or unenforceable, the other provisions of this Agreement will remain in full effect.
- 19.3. Refraining or failure by Netspark in enforcing any right or condition herein will not constitute a waiver of such a right or condition.
- 19.4. Even if a competent court finds that any provision in the Agreement is invalid, the parties agree that the court must attempt to give effect to the intentions of the parties as reflected in the said provision, and the remaining provisions of the use agreement will remain in full effect.
- 19.5. You agree, despite any provision or law stating otherwise, that any claim or cause of claim arising from or related to the use of the Services or this Agreement have been submitted within one (1) year of the day of formation of the claim or the cause of the claim or will be permanently estopped.
- 19.6. This Agreement and the Privacy Policy constitute all covenants between the parties with respect to the object of the Agreement and supersede all previous understandings or covenants, oral or in writing, with respect to the object of the Agreement. Any waiver of a provision herein will be valid only if made out in writing and signed by Netspark and/or third parties providing third party programs through or with the software.

## **20. Distributor requirements and rules of use**

### Apple

If you have downloaded the Application from the app store of Apple, Inc. (hereinafter: "**Apple**") (or in any case, if you download an Apple iOS application), then without derogating from the exemptions from liability and restrictions of liability stated in the Agreement:

- 20.1. You confirm and agree that:
- 20.2. This Agreement has been signed between Netspark and you only, and not Apple, are solely responsible for the Application and the Content appearing therein. Your use of the application is also subject to the rules of use established by Apple, including the rules set forth in the use agreement at Apple's app store, as effective at the time of our signing of this Agreement. The license hereby granted is limited to a nontransferable right to use the Application on an Apple iPhone, iPod Touch, iPad or other Apple product, which you

own or control, and which is operated using iOS; Netspark will be responsible alone for providing any maintenance and support service with respect to the Application, as set forth herein, or as required under the applicable law. Apple is not required in any way to provide any maintenance or support services with respect to the Application; Netspark is the only party responsible for any product liability, whether explicit or implied by law, if not duly disavowed. In the case of any unsuitability of the Application for any applicable liability, you may inform Apple of this and Apple will reimburse you, as the case may be, with the purchase fee paid by you (if at all) for the Application. To the maximum extent permitted under applicable law, Apple will not be responsible in any way with respect to the Application, and any claims, damage, liability, costs or expenses with respect to a failure to fulfill any obligation will be under Netspark's sole responsibility. Netspark, rather than Apple, is responsible for dealing with all of your claims or any third party claims with respect to the Application or your possession and/or use of the Application, including but not limited to the following: (A) product liability claims; (B) any claim stating that the Application does not conform to any applicable statutory or regulatory requirement; and (C) claims applying under the consumer protection laws or similar laws, including with respect to the use of the Application in HealthKit and HomeKit;

- 20.3. In the case of any third party claim whereby the Application or your possession or use of the Application infringes third party intellectual property rights as set forth, Apple will not be responsible for any investigation, defense, settlement or payment of any such intellectual property infringement claim;
- 20.4. Apple and its subsidiaries are third party beneficiaries in this Agreement, and after you approve this Agreement, Apple will be allowed (and will be considered as having received the right) to enforce this Agreement against you as a third party beneficiary hereof.
- 20.5. You represent and warranty that: (A) you are not located in a country that has been subjected to an embargo of the United States Government, or which has been classified by the United States Government as a "state sponsor of terrorism"; and (B) you do not appear in approximately list of barred or restricted parties of the United States Government.
- 20.6. For any question, complaint or contention related to the Application, please contact Netspark at the address: support@netsparkmobile.com
- 20.7. By signing this Agreement, you waive, to the maximum extent permitted by law, any applicable law that requires this Agreement to be localized for conforming to the requirements of your language and other local requirements. If the foregoing is not permitted, you agree to be subject to the Apple License Application End User License Agreement that is part of the Apple App Store Terms of Service that may be found at the address [www.apple.com/legal/itunes/us/terms.html](http://www.apple.com/legal/itunes/us/terms.html)@SERVICE (as amended from time to time).

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