

Zoomd – User Acquisition Platform (SaaS) T&C

Please take the time to read and review our terms of service (the “**Terms**” or the “**Agreement**”). The parties to this Agreement hereinafter are Zoomd Ltd. (“**Zoomd**”, “**Our**”) and you (“**Client**”, “**You**” or “**Your**”). The above named shall be referred to individually as a “**Party**” and collectively as the “**Parties**”. Zoomd facilitates the Platform (as defined below). This Agreement shall govern Your participation and use of the Platform. Taking any step to order, request service or otherwise use the Platform constitutes Client assent to and acceptance of this Agreement. Written approval is not a prerequisite to the validity or enforceability of this Agreement and no solicitation of any such written approval by or on behalf of Client shall be construed as an inference to the contrary.

1. DEFINITIONS

- a. “**Campaign**” – shall mean a planned series of advertisements that will be used by different Channels in set places at set times in order to advertise Your Product or services and encourage Users to buy it or use it. In return for promoting Campaigns, Channels are entitled to payouts from You in accordance with the terms of this Agreement and the specific terms of the applicable Campaign.
- b. “**Channel**” shall mean any person or legal entity that is connected to the Platform and supplies traffic to the Campaigns available on the Platform.
- c. “**Creative**” – any image, text, programming code, graphic content, or any combination thereof that makes up an advertisement.
- d. “**Order**” - the purchase order and/or insertion order that incorporates these Terms and includes, among others, Client’s contact/bank details, the term of the License and the agreed Fees.
- e. “**Platform**” – Zoomd’s proprietary technology operating the Platform and managing the services thereunder, and including, but not limited to, SaaS technology and services to set up accounts, Users, Campaigns, Channels, goals, and rules, connect Channels using API, collect and monitor Campaigns and user data, analytic tools to examine performance across multiple Channels, automatic operation of budget control, bid recommendations and notifications, and review and execute Campaign optimizations.
- f. “**Personal Data**” - all information and data of any kind collected, received, held, accessed, maintained, stored, processed, controlled or used, that under applicable law is considered to be personal data or individually-identifiable information from or about an individual, including, but not limited to, an individual’s: (a) personally identifiable information (e.g., name, address, telephone number, email address, financial account number, government-issued identifier, and any other data used or intended to be used to identify, contact or precisely locate a person), (b) Internet Protocol address or other online or persistent identifier, (c) ”Personal Data” as defined by the GDPR and applicable data protection or privacy laws and regulations to which You or Zoomd may be subject to.
- g. “**Product**” shall mean any product or service advertised by You in a Campaign.
- h. “**User**” – any user of the internet.
- i. “**User Data**” – all data either provided by You or entered on your behalf through use of the Platform, or collected or generated by the Platform on Your behalf, including any Personal Data.

2. LICENSE

- a. Subject to the terms of this Agreement, Zoomd, in consideration for the applicable Fees, hereby grant You a limited, non-transferable, non-exclusive, non-sublicensable and revocable license to access, view, and use the Platform and any related information provided to You by Zoomd (the “**License**”).
- b. The License does not include or authorize: (a) any reproduction, duplication, copying, sale, trading, resale, modification or any other commercial use of any portion of the Platform or

any information contained therein other than as permitted by this Agreement; (b) downloading (other than the page caching) of any portion of the Platform or any information contained therein, except as expressly permitted on the Platform; (c) decompiling or reverse engineering any part of the Platform; (d) using any meta-tags or any other "hidden text" utilizing Zoomd's trademarks without prior written consent; or (e) any use of the Platform or any information contained therein other than for their intended purpose. Any unauthorized use of the License is strictly prohibited and results in an immediate termination of this Agreement.

- c. Your data may be included in anonymous data sets to analyze trends, create indexes, and provide market, industry and performance insights. For avoidance of doubt, the Parties understand and agree that such data does not and shall not include any Personal Data.
- d. You agree that You will not, in connection with Your use of the Platform, violate any applicable law, ordinance, rule, regulation or treaty.

3. REGISTRATION, PASSWORD AND SECURITY

- a. Whenever You provide Zoomd with information on the Platform, You agree to: (i) provide true, accurate, current and complete information and (ii) maintain and promptly update such information to keep it true, accurate, current and complete. If You provide any information that is, or Zoomd has reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, Zoomd may, without notice, suspend or terminate your access to the Platform and refuse any and all current or future use of the Platform.
- b. If any portion of the Platform requires You to register or open an account, You may also be asked to choose a password and a user name. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and You are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify Zoomd of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which Zoomd may otherwise have, Zoomd reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Platform and your account, including, without limitation, suspending and terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, Zoomd may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall Zoomd be held liable to You for any liabilities or damages resulting from or arising out of (i) any action or inaction of Zoomd under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.
- c. The security of your personally identifying information is important to Zoomd. While there is no such thing as "perfect security" on the Internet, Zoomd will take reasonable steps to help ensure the safety of your personally identifying information. However, You understand and agree that such steps do not guarantee that use of the Platform is invulnerable to all security breaches, and that Zoomd makes no warranty, guarantee, or representation that use of any portion of the Platform is protected from viruses, security threats or other vulnerabilities.

4. USAGE POLICY

- a. Zoomd reserves the right, under its sole discretion, to (i) close, suspend or withhold approval of Client's Campaign or to refuse service to any new or existing Client; (ii) close, suspend or withhold Client's account under the Platform; and (iii) from time to time, but

subject to providing reasonable notice to Client, suspend and hold the Platform for the minimum time required in order to have proper maintenance work done to the Platform.

- b. Client's Representations and Warranties – Client represents and warrants that: (1) it is the owner or is licensed to use the entire contents and subject matter contained in the Wapsite, Mobile Application and/or any Creative, and such Creative is compliant with any of the applicable policies (i.e., t&c, terms of use, privacy policy, GDPR, CCPA etc., as may be applicable) of the applicable Channels; (2) the Wapsite, Mobile Application and/or any Creative is free of any virus or other any other device that could impair or injure any person, or entity, computer equipment or software; (3) the Wapsite, Mobile Application and/or any Creative does not violate any law or regulation governing false or deceptive advertising, sweepstakes, gambling, or trade disparagement; (4) the Wapsite, Mobile Application and/or any Creative does not contain any misrepresentations or content that is defamatory or violates any rights of privacy or publicity; (5) the Wapsite, Mobile Application and/or any Creative does not contain any child pornography or link to such content; (6) the Wapsite, Mobile Application does not contain any linking to software piracy; (7) the Wapsite, Mobile Application and/or any Creative does not contain or link to any form of illegal activity (i.e., how to build a bomb, hacking, etc.); (8) the Wapsite, Mobile Application and/or any Creative does not contain any gratuitous displays of violence, obscene or vulgar language, and abusive content or content which endorses or threatens physical harm; (9) the Wapsite, mobile application and/or any Creative does not contain any content promoting any type of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.); (10) the Wapsite, Mobile Application and/or any Creative does not participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam); (11) Client will comply with all laws and regulations that may apply to Internet advertising, including, but not limited to the Children's Online Privacy Protection Act, the Can-Spam Act, the Federal Trade Commission Act and the Digital Millennium Copyright Act, and (12) the Wapsite does not and will not infringe any copyright, trademark, patent or other proprietary right. In any event of breach by the Client of any of the representations and warranties above, Zoomd shall have the right, under its sole discretion, to withhold funds or impose a fine on the Client.
- c. Campaign Operation – You will maintain and operate the applicable Campaign independently and at your own discretion by completing the applicable details in the Platform. Such details will be completed prior to Your Campaign being activated. You are responsible for inserting and maintaining the correct details (including, contact and payment information associated with Your account).
- d. Proprietary Rights and Licenses – You grant to Zoomd a revocable, non-transferable, royalty free, international license to load from the Platform to Your Wapsites/Mobile Application for Your Campaign(s), any and all trademarks, service marks, tradenames, and/or copyrighted material (“**Content**”) that You provide to Zoomd through the Platform. The Platform shall not otherwise copy or modify any icons, buttons, banners, graphics files, or Content that You have made available through this Agreement pursuant to the foregoing license, except as necessary to conform Your Links to a Zoomd compatible format.
- e. Third Party Providers - You acknowledge that the Platform will enable or assist you to access the website content of, correspond with, manage your advertising, and purchase services from Channels (including, but not limited to: Google, Facebook, Snapchat and TikTok) or any other third party service providers via their websites or any other platforms, and you do so solely at its own risk and liability with respect to all matters related to the engagement with such Channels or third parties. Zoomd makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not Zoomd. Zoomd recommends that you refer to the third

party's website terms and conditions and privacy policy prior to using the relevant third-party.

You agree that Your use of any portion of the Platform and any site of Zoomd (such as <http://www.zoomd.com>), and Your use of any Zoomd logos, trademarks or Links is subject to the license and terms of use hereunder.

You represent and warrant that You have all appropriate authority and rights to use all trademarks, logos, service marks, trade names, and/or content displayed on Your Wapsites/Mobile Application or otherwise utilized hereunder.

5. PRIVACY POLICY

Zoomd will process personal information in accordance with its privacy policy available at <https://www.zoomd.com/privacy-policy/> when processing personal information (the "Privacy Policy").

6. PAYMENT POLICY

- a. In consideration of the License granted hereunder and Your use of the Platform, You shall pay Zoomd the applicable periodic amounts set forth on the applicable Order (the "Fees"). Zoomd reserves the right, under its sole discretion, to amend the prices listed therein at any time, provided such amendments will not effect Licenses that have already been paid for.
- b. Payment Terms - Any payment not received by Zoomd within the periods agreed under the Order shall accrue interest at a rate of four percent (4%) per month, or the highest rate allowed by applicable law, whichever is higher. All Fees are non-cancellable and non-refundable and in no event will You be entitled to any refund with respect to payments made to Zoomd regarding the use of the Platform. All Fees are stated and payable in US Dollars, unless otherwise agreed upon in writing between the Parties. You agree to make all payments under each Order and these Terms without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes, levies, imposts, duties or other charges.
- c. Tax - All payments due to Zoomd under these Terms will be exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT, if applicable) (collectively, the "Taxes") and each of the parties hereto will be liable for its own Taxes, as applicable.
- d. Transfer Fees – each of the parties will be responsible for any transfer fees (including any international transfer fees) applicable to it, regardless of servicing or payment platform.

7. LIABILITY POLICY

- a. Indemnification – Client is solely responsible for any legal liability arising out of or relating to (i) the content and other material set forth by the Client on the Platform and/or (ii) any content or material to which Users can link through the Client on the Platform. Client hereby agrees to indemnify, defend and hold harmless Zoomd and its officers, directors, agents, publishers and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings (a) for libel, defamation, violation of right of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Client's use of the Platform; (b) arising out of any material breach by Client of any duty, representation or warranty under any agreement with Zoomd; or (c) relating to a contaminated file, worm,

virus, spyware, malware, adware, or Trojan horse originating from the Client's use of the Platform.

- b. **Warranty Disclaimer** – TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ZOOMD DISCLAIMS ALL WARRANTIES IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) CLIENTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, (B) ANY WARRANTY THAT THE PLATFORM WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR THAT THE PLATFORM IS FREE OF VIRUSES, SPYWARE, MALWARE OR OTHER HARMFUL COMPONENTS, (C) THAT THE PLATFORM'S SECURITY METHODS WILL BE SUFFICIENT, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED TO YOU IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. ZOOMD, UNDER NO CIRCUMSTANCES, SHALL BE RESPONSIBLE FOR THE PRACTICES, ACTS OR OMISSIONS OF ANY CLIENT, OR SUCH ADVERTISER AND/OR THE CONTENT OF A CLIENT'S WAPSITE OR THAT A CLIENT MAKES AVAILABLE THROUGH THE PLATFORM.
- c. **Limitation of Liability** – TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, ZOOMD AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, OR LOSS OF GOODWILL) INCURRED IN CONNECTION WITH THESE TERMS UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT OR TORT, WHETHER OR NOT ZOOMD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND IN NO EVENT SHALL ZOOMD'S AGGREGATE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE CONSIDERATION PAID TO ZOOMD IN CONNECTION WITH THE PLATFORM DURING THE THREE (3) MONTHS DIRECTLY PRECEDING ANY CLAIM.

8. TERM AND TERMINATION

- a. Either Party may, at its sole discretion, terminate this Agreement at any time and for any or no reason with a 60-day notice period (the "**Termination**").
- b. Either Party may terminate this Agreement with immediate effect by written notice to the other Party if: (i) the other Party commits a material breach of this Agreement and fails to remedy the breach (if remediable) within fourteen (14) days of receiving written notice to that effect specifying the breach and requiring it to be remedied; (ii) the other Party ceases to conduct its business operations; or (iii) the other Party enters into a composition with its creditors or goes into liquidation, or is dissolved, or adjudged insolvent or is otherwise rendered incapable of performing its obligations under this Agreement without the consent of a third party.
- c. Zoomd may suspend the License and this Agreement at any time, upon reasonable prior notice, where Zoomd reasonably determines that: (a) You are in material breach of this Agreement; (b) any Campaign is in violation of Zoomd's policies including, without limitation, where Zoomd reasonably determines that Your Campaign contains or links to content that is of an adult or explicit nature, offensive, indecent, harmful, threatening, defamatory, obscene, harassing or otherwise unlawful; (c) You, at any time, are conducting commercial activities that do not fully comply with all applicable local, state, federal and foreign laws, rules and regulations; or (d) any of Your invoices are overdue.

- d. Upon Termination or suspension of this Agreement, the following terms apply: (i) Zoomd shall block Your account access (including all Users) and eventually remove your account from the Platform, terminate all Your Campaigns, delete all your data stored on the Platform and cancel all Your other related services; (ii) You must remove all Zoomd's tags, links, logos, references and other information, including, but not limited to, container tags, redirect folders, and conversion pixels and upon request, confirm to Zoomd in writing that they are removed; (iv) the License and any and all other licenses and rights granted to You in connection with this Agreement shall immediately terminate; (v) all Confidential Information of either Party that is in the other party's possession, custody, or control must be promptly returned or destroyed. If requested, the receiving Party shall certify in writing that all such confidential and proprietary information has been returned or destroyed; and (vi) You are responsible for settling any outstanding balances due to Zoomd hereunder.
- e. Obligations that, by their nature, would survive any Termination of this Agreement shall survive the Termination of this Agreement.

9. INTELLECTUAL PROPERTY

You retain all ownership and intellectual property rights in and to Your User Data and all data generated by You during Your use of the Platform, You hereby grant Zoomd the right to use such data (i) in order to provide the service under the Platform to You and (ii) in aggregate anonymized form for Zoomd's internal business purposes. You acknowledge and agree that Zoomd owns all intellectual property rights in the Platform. Except as expressly stated herein, these Terms do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade-marks (whether registered or unregistered), or any other rights or licenses in respect of the Platform or other intellectual property of Zoomd. The rights provided under these Terms are granted to you alone, and shall not be considered granted to any subsidiary or holding company of yours, unless expressly authorized in writing by Zoomd. In the event that you provide to Zoomd any suggestions, comments and feedback regarding the Platform, You hereby grant Zoomd a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to freely use, have used, sell, modify, reproduce, transmit, license, sublicense (through multiple tiers of sublicensees), distribute (through multiple tiers of distributors), and otherwise commercialize such feedback in connection with the Platform or related technologies.

10. CONFIDENTIALITY

You or Zoomd may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party ("**Confidential Information**"). The receiving party agrees to make commercially reasonable efforts, but in no case less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of the disclosing party. Confidential Information shall not include information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this Agreement.

11. GENERAL

- a. Applicability – This Agreement, including all attachments contained herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and existing understandings or agreements, whether made in writing or orally, in regard to the said subject matter. Applicable sections remain in force after the expiration or early termination of this Agreement. The relationships between the parties to this Agreement shall be solely that of independent

contractors. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither Zoomd nor Client shall present itself as the agent of the other, other than as specified in this Agreement. Neither party shall be liable to the other for delays or failures in performance for reasons beyond the reasonable control of that party, including, but not limited to, force major , labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if made in writing and signed by the parties. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement. In addition to terms that are negotiated and documented separately from this Agreement, terms that are automatically generated through the interactive use of the Zoomd website are explicitly bound by this Agreement.

- b. Public Release – Zoomd and Client shall have the right to reference each other and refer to each other’s work for, and relationship with, for marketing and promotional purposes.
- c. Modifications – Zoomd reserves the right to change any condition of this Agreement at any time, provided Zoomd will post any such changes to this Agreement on Zoomd’s website or/and will advise on such changes to the Client by notice in the Platform / e-mail.
- d. Assignment - Neither Party may assign or otherwise transfer this Agreement or any rights and obligations hereunder, in whole or in part, to any person or entity without the other Party’s prior written consent, except in connection with a change of control transaction, provided that prompt written notice of such assignment has been provided to the other Party and that the acquirer has agreed in writing to comply with and be bound by all such Party’s obligations hereunder.

12. GOVERNING LAW

If any dispute arising in connection with the performance of this Agreement shall not be amicably resolved, such dispute shall be solely and finally settled as follows:

These Terms shall be interpreted according to the laws of the State of Israel without regard to or application of conflict-of-law rules or principles. Any dispute relating to or arising from these Terms shall be settled in the sole jurisdiction of the applicable courts of Tel Aviv, Israel.

Both parties must send all notices relating to this Agreement in writing via overnight mail or facsimile: (a) to Zoomd: Akerstein A Building, 9 Hamenofim St., Hertzelyia Pituah, Israel, telephone +972.7222.00555, facsimile: +972.7222.00550, e-mail: contactus@Zoomd.com and, (b) for Client, at the address or facsimile number listed on Your Account. Notices shall be effective upon a facsimile confirmation, the notified party’s actual receipt (or refusal to accept to receipt, if applicable), or five (5) days after the date of mailing. (f) You acknowledge and accept that this Agreement, as may be amended from time to time, will govern Your participation in any and all services which may be provided to You by Zoomd. Unless expressly agreed otherwise in writing, the terms and conditions set forth herein shall automatically apply without any additional acknowledgment or acceptance procedures by You to all services provided to You by Zoomd, including without limitation all future insertion orders or other service agreements entered between you and Zoomd in connection with additional campaigns and/or modifications to existing campaigns, including rate updates and payment terms modifications, on any media types in any and all jurisdictions.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ZOOMD. BY SIGNING UP TO THE PLATFORM YOU AGREE TO HAVE AN UNDERSTANDING OF THESE TERMS AND CONDITIONS SET FORTH HEREIN. YOU CANNOT PARTICIPATE IN THE PLATFORM UNLESS YOU HAVE ACCEPTED EACH AND EVERY TERM HEREOF.