

## MY CLUBZ APPLICATION TERMS OF USE

### Welcome to the My Clubz Application!

These My Clubz Application Terms of Use (hereinafter referred to herein as, these "**My Clubz Terms**") are a legal agreement by and between **TAD4U Ltd.** the developer, owner and operator of the My Clubz Application (hereinafter referred to as "**My Clubz**" or with "**us**" or "**we**") and each user of the Application (hereinafter referred to herein as "**you**" or as a "**User**" and with "**your**") and set forth the terms and conditions that will govern your use of any software application functionality or services provided by My Clubz through the My Clubz mobile Application (hereinafter the "**Application**").

In order to use the Application, you must agree to be bound by these My Clubz Terms. Further, the installation, access or use of the Application or other acceptance to these My Clubz Terms, whichever occurs first, shall constitute your acceptance of the My Clubz Terms. Please read the My Clubz Terms. Moreover, the My Clubz Terms shall apply to all your activations of the Application or activities you conduct or undertake at or through the Application (or any service or feature made available by My Clubz as part of or through the Application). If you do not wish to comply with the My Clubz Terms, you are not permitted to access or use the Application and you should immediately cease any use and uninstall and delete and discontinue the use of the Application.

### 1. General

The Application is a mobile based software application intended for management of the ongoing relationships between commercial businesses and/or consumer clubs and/or consumer organizations (hereinafter, each an "**Advertiser**" and collectively the "**Advertisers**") and the customers or member of such Advertisers (hereinafter the "**App Users**"). The Application enables (i) Advertisers to provide push notifications and commercial promotion notices (and virtual coupons) to the App Users (collectively "**Notifications**"); (ii) App Users to manage their relationship with the Advertisers and to conduct commercial transactions with such Advertisers; and (iii) connection of App Users' consumer club and membership cards of the Advertisers to the Application, such that the Application shall replace the physical cards by virtual "cards" (the "**Application Uses**").

You are aware of the fact that the Application is in development stage. The Application, its features and the offering through it may change in the future. My Clubz does not undertake any obligation to make any feature or capability of the Application available and it shall have full and exclusive freedom to determine the offering and/or availability of the Application and/or any part thereof at its sole discretion.

### 2. Eligibility; Registration

By downloading, accessing, or using the Application, you represent and warrant that (i) if a person - you are at least 18 years of age or the legal age of majority; if a legal entity – you are legally incorporated and in good standing under the laws in the jurisdiction in which you are incorporated; (ii) you have all requisite powers and authorities required in order to accept these My Clubz Terms as a binding agreement; and (iii) you will at all times provide true, accurate, current, and complete information when submitting any registration form(s) or otherwise providing any information to My Clubz or to any Advertiser through the Application. Any breach of the foregoing representations and warranties entitles My Clubz to immediately terminate your use of the Application or of any App and/or seek any and all remedies available at law or equity.

Registration for access to and use of the Application may require both a user name and a password and adherence to other particular access requirements as designated by My Clubz in its sole discretion from time to time for your account. You hereby agree to consider your user name and password as confidential information and not to disclose such information to any third party without the prior express written consent of My Clubz, which may be withheld in its sole discretion. You shall immediately notify My Clubz if you suspect

or become aware of any loss or theft of your password or any unauthorized use of your username and password. My Clubz shall not be liable for any loss or damage arising from your failure (whether inadvertent or intentional) to comply with the forgoing obligations.

To remove any doubt, My Clubz shall not be responsible in any manner to the registration or to the maintaining of any membership of any App User with any Advertiser. The App Users shall be responsible to maintain such registration and/or membership at their own risk.

### **3. License to Install and Use the Application**

Subject to your compliance with these Terms, My Clubz hereby grants to you through these My Clubz Terms a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and use the Application for the sole purpose of using it for the Application Uses. All rights not expressly granted hereunder by My Clubz are hereby reserved. Accordingly, you are hereby prohibited from using the Application in any manner that is not expressly and unambiguously authorized by these My Clubz Terms. My Clubz shall own all right, title and interest in and to the Application and My Clubz (or its third party developers) shall own all right, title, and interest in and to the Application, including without limitation all applicable intellectual property rights in the Application.

### **4. Disclaimers; Responsibility**

MY CLUBZ IS NOT RESPONSIBLE FOR THE CONTENT OF ANY NOTIFICATIONS BY ANY ADVERTISERS AND/OR TO THE QUALITY OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH ADVERTISERS AND THE USE OR PURCHASE OF SUCH BY ANY APP USERS IS AND REMAINS AT SUCH APP USER'S OWN RISK. ALL ADVERTISERS ARE INDEPENDENT PARTIES FROM MY CLUBZ. MY CLUBZ SHALL ASSUME NO RESPONSIBILITY FOR ANY NOTIFICATION, SERVICE OR PRODUCT PROVIDED BY ANY ADVERTISER, OR TO TERMS OF MEMBERSHIP, PRIVACY POLICY OR OTHER TERMS OF ANY OF THE ADVERTISERS. FURTHER, IN NO EVENT SHALL ANY REFERENCE TO ANY ADVERTISER OR TO ANY OFFERING OF AN ADVERTISER BE CONSTRUED AS AN ENDORSEMENT BY US OF SUCH ADVERTISER PRODUCT OR SERVICE.

My Clubz is merely an intermediary offering the opportunity for Advertisers and App Users to access and use the Application for the Application Uses, and the installation, the access to and use of the Application shall not be construed as making My Clubz a publisher, provider, or licensor of any content, service or product.

The Application may contain links to third party websites (collectively, "**Third Party Sites**"). These Third Party Sites have not necessarily been reviewed by My Clubz and are owned, controlled and/or maintained solely by third parties over whom My Clubz exercises no control. My Clubz hereby expressly disclaims and shall not have any liability or responsibility for (i) any third party content appearing on the Application, or (ii) the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on Third Party Sites accessible through links in the Application.

### **5. Ownership**

These My Clubz Terms provide only a limited license to access and use the Application for the Application Uses. Accordingly, you hereby agree that My Clubz transfers no ownership or intellectual property interest or title in and to the Application or any App to you or anyone else in connection with your use of the Application. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Application are exclusively owned, controlled, and/or licensed by My Clubz or its affiliates.

My Clubz and all other names, logos, marks, and icons identifying My Clubz and/or its products, and/or services are owned exclusively by My Clubz, and any use of such marks without the prior express written permission of My Clubz is hereby expressly prohibited. Other trademarks or service marks identified on or through the Application may be the trademarks or service marks of third parties, including of Advertisers.

Any review, feedback or other submissions you make to My Clubz on or through the Application, including, without limitation, any information you provide to My Clubz through any registration process and/or forum and any Notification published by any Advertiser through the Application (collectively, “**Submissions**”), will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable and non-exclusive right and license for My Clubz to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Submission without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

## **6. Data Privacy**

### **a. Data Collection**

The use of the Application may provide My Clubz with data relating to your download, use and performance with the Application. For example, the use of the Application may provide My Clubz with data about the device type, network connectivity, location of the device running an Application, information about Application launch, individual session lengths, or failures of the Application. My Clubz does not collect personal identifying information of users of the Application other than information that App Users may provide as part of their use of the Application. App Users may submit certain personal information to Advertisers through or by using the Application. Any such submission of information shall be at the sole risk of the App Users who chooses to submit such information to the Advertisers.

### **b. Data Protection and Use.**

My Clubz recommends, and in some circumstances requires, that all advertisers maintain a privacy policy or other statement describing the applicable Advertiser’s privacy practices regarding how personally identifiable information of App Users is collected, shared, and used by the Advertiser. It is hereby clarified that My Clubz does not review and is not responsible for the privacy and data protection practices of any Advertisers. In addition, by installing the Application and by using it you hereby acknowledge and agree that you are solely responsible for your own compliance with applicable privacy restrictions, laws and regulations, including for your own use of the Application and other data activities you may conduct or may permit third parties to conduct.

When we collect usage information (such as statistical information regarding the use of the Application by App Users), we only use such data in aggregate form, in a manner that assures your anonymity. We may provide this aggregate usage information to our partners; our partners may use such information to understand how often and in what ways people use the Application, so that the user experience and offering through the Application can be improved . Information provided by App Users will be used by us and/or by the Advertisers as may be required for the provision of the services to the App Users.

If you have any questions or concerns regarding privacy, please contact us at [info@myclubz.club](mailto:info@myclubz.club). Your privacy is important to us and we will make every effort to resolve your concerns.

## **7. Acceptance of Notifications**

By downloading and installation of the Application you hereby expressly consent to receiving Notifications from the Advertisers. Unless you instruct us otherwise, we may and the Advertiser will contact you by push notification, email or other means and provide you with promotional data and information. If you provide us

with your phone number (at any stage of use of the Application), we and Advertisers shall be entitled to call you and/or send you promotional SMS notices or text messages from time to time. If you do not want to receive such Notifications and correspondence, please indicate your preference by changing your account settings in the Application accordingly. You shall be aware of the fact that if you choose not to receive such Notifications and correspondence, you will be limited in the affectivity of your use of the Application.

## **8. Use of and Restrictions**

Any actual or attempted use of the Application by you in violation of these My Clubz Terms may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. My Clubz reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the Application ("**User Information**") without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the Application. My Clubz may share any User Information we obtain from you with any law enforcement organization in connection with any investigation or prosecution of possible criminal or unlawful activity. My Clubz will also disclose User Information as required by any court order and/or subpoena. In addition, My Clubz hereby reserves the right in its sole direction to at any time and without notice modify, suspend, terminate, and/or interrupt operation of or access to the Application, or any portion thereof, in order to protect the Application, My Clubz, or the business interests of My Clubz and/or its members and affiliates.

The right to use the Application or any App is limited and will be further determined by the My Clubz Terms. All rights not granted by My Clubz are reserved. In particular, you hereby agree not to directly or indirectly undertake the following: (a) attempt to reverse engineer the Application or copy any portion thereof (or any component or feature); (b) attempt to create a substitute or similar marketplace, software tool or application through use of, or access to, the Application or any content of the Application; or (c) use the Application in violation of any export control laws and re-export control laws and regulations, such as, without limitation, the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the U.S. Department of State.

All App Users must keep and protect their username and password and not share them with any other person. All App Users are encouraged to back-up the data and content of the Application as used by them, to enable restoration of such data and content if so required. You are aware of the fact that My Clubz shall not be able to restore such data and content in event it is lost and you shall have no claims or demands to My Clubz in connection with any data or content lose.

## **9. Disclaimer of Warranty.**

MY CLUBZ PROVIDES THE APPLICATION AND ALL CONTENT, WHETHER DEVELOPED BY MY CLUBZ OR ANY THIRD PARTY ON AN "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS, INSTALL, OR USE THE APPLICATION, YOU DO SO ON A VOLUNTARY BASIS AND BEAR ALL OF THE RISK ASSOCIATED WITH YOUR USE OF THE APPLICATION AND/OR THE CONTENT PROVIDED THROUGH THE APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND AS APPLICABLE TO THE APPLICATION (AND ANY CONTENT AVAILABLE THEREFROM), MY CLUBZ DISCLAIMS, INCLUDING ON BEHALF OF THE ADVERTISERS (AS APPLICABLE), ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE.

IN ADDITION TO THE FORGOING, MY CLUBZ DOES NOT UNDERTAKE ANY RESPONSIBILITY OR LIABILITY IN RELATION TO ANY ISSUE OR SERVICE WHICH IS NOT UNDER ITS FULL CONTROL. MY CLUBZ DOES NOT UNDERTAKE ANY RESPONSIBILITY IN RELATION TO THE ACCURACY OF ANY NOTIFICATION BY ANY

ADVERTISER AND/OR IN RELATION TO THE QUALITY OF ANY PRODUCT OR SERVICE OFFERED BY ANY ADVERTISER AND ANY COMMERCIAL ENGAGEMENT BETWEEN ANY APP USER AND ANY ADVERTISER IS AND SHALL BE AT THE SOLE RISK OF THE APP USER.

**10. Limitation of Liability.**

IN NO EVENT WILL MY CLUBZ BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING SUCH DAMAGES IN THE NATURE OF LOST DATA, PROFITS, OR REVENUE, EVEN IF MY CLUBZ KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. MOREOVER, FOR ANY AND ALL DAMAGES OR LIABILITY, NEITHER MY CLUBZ NOR ANY THIRD PARTY AFFILIATED WITH MY CLUBZ WILL BE HELD LIABLE FOR THE USE OF THE APPLICATION OR CONTENT PROVIDED THROUGH THE APPLICATION OR APPLICABLE THAT GAVE RISE TO THE DAMAGE.

**11. Modification of Terms.**

My Clubz may modify these My Clubz Terms, at any time. Such modifications shall be effective immediately upon notice, which may be accomplished by posting the modified terms on the Application or providing direct notice through email to the address you provide. Your use of the Application, including access to any content available therefrom, following such notice shall be deemed your acceptance of such changes and continued acceptance of these My Clubz Terms (then in effect). My Clubz recommends that you review the My Clubz Terms on a periodic basis.

**12. BETA Test Warning**

Please note that the Application is currently in its BETA version and undergoing BETA testing. You understand and agree that the Application may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the Application at this stage signifies your understanding of and agreement to participate in the Application BETA testing.

**13. Miscellaneous**

These My Clubz Terms have been made in and will be construed and enforced in accordance with the laws of the State of Israel, without respect to its conflict of laws principles. Any claim or dispute between you and My Clubz that arises in whole or in part from use of the Application shall be decided exclusively by a court of competent jurisdiction located in Jerusalem, Israel.

YOU AND MY CLUBZ AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE MY CLUBZ TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

No joint venture, partnership, employment, or agency relationship exists between you and My Clubz as a result of these My Clubz Terms or your utilization of the Application.

Headings are for convenience only. These My Clubz Terms represent the entire agreement between you and My Clubz with respect to use of the Application, and hereby supersede all prior and/or contemporaneous communications and proposals, whether electronic, oral, or written between you and My Clubz with respect to the Application.

These terms shall be deemed as an agreement for the benefit of My Clubz and its third party affiliates. You may not assign or transfer any rights under these My Clubz Terms without the prior express written consent of My Clubz, which may be withheld in My Clubz's sole discretion.

**14. Third-Party Information**

- **Third-Party Providers.** We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. For example, we work with companies to distribute our apps, provide our infrastructure, delivery, and other systems, supply map and places information, process payments, help us understand how people use our Services, and market our Services. These providers may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.
- **Third-Party Services.** We allow you to use our Services in connection with third-party services. If you use our Services with such third-party services, we may receive information about you from them; for example, if you use the WhatsApp share button on a news service to share a news article with your WhatsApp contacts, groups, or broadcast lists on our Services, or if you choose to access our Services through a mobile carrier's or device provider's promotion of our Services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

## 15. Information that is being collected

### Information you create or provide to us:

- **Account Information:** When you register to MyClubz , you send us your email , this information is being use for restoration peroposes, in case you would like to restore your account on another device. Never the less, we keep our rights to send you mails if we find it justify.
- **“Reading Messages”:** the application counts the seconds while you look at a message you got, in order to provide statistic information to our clients. If you choose to delete a message, or to use a message as a coupon, this data will be saved in our system.

### Information we collect as you use our services

We collect information about your activity in the Services, which we use to provide you with the Services of Waze, including features which are meant to personalize your experience.

**Detailed location,** We collect your location, to inform our clients where was the digital id card use.

For example when you try to use a digital id card to open door, we use this information to check if you have the rights to open a door from the location you are currently located at.

## 16. Why do we collect data

**We may use information collected from or provided by you for the following purposes:**

### Provide our services

We use your information to deliver our services. For example:

We collect your location, to inform our clients where was the digital id card use. And gives rights to preform actions.

Some of our clients may request you to add your personal data, such as name, aga, mail, phone, image etc.

All the info your will provide will be kept in our DB and be forward only to the clent you shared your info with.

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