

Terms of Use – Spiritt

Effective from: August 2022

Introduction .1

The use of the website <https://spiritt.io> ("**Website**") and the platform available through the Website ("**Service**") is governed by these terms of use ("**Terms**"), the Privacy Notice available at <https://spiritt.io/privacy-notice.pdf> ("**Privacy Notice**"), and any applicable laws. Through the Service, you can, among other things, build and operate applications ("**Applications**"). By using the Website, registering for the Service, and/or clicking 'Start', you signify that you agree to be bound by these Terms. "**You**" means any visitor to our Website or any user who has registered for our Service including on behalf of a Company ("**User**"). If you are registering for the services on behalf of a company or organization, we include your company in the term "you" where it makes sense from the context. When ".we refer to your company only, we will use the term "**Company**"

If you are registering on behalf of a Company, you represent that you are authorized to bind the Company to these Terms. You further represent and warrant that the Company is duly organized under applicable law, has the authority to enter into these Terms, and the execution and performance of these Terms does not conflict with any contractual obligations it has to any third party .or with any legal requirement

The use of the Website and Service are restricted solely to legal purposes and use .of and access to the Website and Services is void where prohibited by law

The purpose of these Terms is to regulate the relations between SPIRITT Labs Ltd. ("**Spiritt**") and any person and/or entity using and/or accessing the Website and/or the Service. If you do not agree with all or part of these Terms, please leave the Website and refrain from any use of the Website or Service. Spiritt reserves its right to terminate your use of the Website or Service if you do not .comply with any or all of these Terms

These Terms determine your access to the Website and Service and will apply to any use of the Website or Service including, but not only, use of data, Content (as defined below) and services on the Website or Service or links to other sources of .information and any transmission of data

Spiritt reserves its right to update these Terms from time to time at its sole discretion by publishing the updated or amended Terms. It is clarified that the binding terms will be these Terms available at the Website at the time of your use of the Website or Service. Therefore and prior to any use of the Website or Service, you are advised to read these Terms and the Privacy Notice thoroughly. If you do not agree with all or part of these Terms, please refrain from any use of .the Website or Service

These Terms constitute the entire agreement between you and Spiritt and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any

contradiction or inconsistency between these Terms and any Content appearing
.in the Website, the provisions of these Terms shall prevail

It is clarified that, subject to applicable law, Spiritt reserves its right to change .1.8
and/or terminate the activity of the Website or Service, fully or partially, at its
sole discretion and without any prior notice or consent and you will not have any
.claims against Spiritt in such case

The activity of the Website or Service may be interrupted from time to time due .1.9
to errors which are not controlled by Spiritt and/or due to maintenance reasons
and/or due to any other reason, and you will not have any claims against Spiritt in
.such case

If you have any questions regarding these Terms and/or the Privacy Notice, you .1.10
.may contact Spiritt by email: info@spiritt.io

Spiritt may suggest, offer and/or recommend certain structures for the purpose of .1.11
operating Applications. However, the final decision regarding use of an
Application and any features thereof is yours, and therefore it is hereby clarified
that Spiritt is not liable for any communication between you and third parties
which you engage via the Applications ("End Users") since Spiritt's Service serves
solely as a platform which helps its users to build and operate Applications, and
Spiritt does not control or determine the use of the Applications built via the
.Service

Subscription Terms and Other Fees .2

Users subscribing to the Service will be bound to the following terms in addition .2.1
.to all the terms herein

You will be offered the opportunity to subscribe to the Service by filling a form .2.2
and providing details requested by Spiritt. Spiritt may change any details required
from you as part of the subscription process at any time and at its sole discretion.
Spiritt reserves the right to decline a subscription request and/or cancel a
.subscription plan with accordance with these Terms

You represent and warrant that (a) all registration information you submit is .2.3
truthful and accurate; (b) you will maintain the accuracy of such information; (c)
you are at least 18 years old, and have the ability to form a binding contract; (d)
your use of the Services and provision and/or use of any Application/s does not
violate any applicable law, regulation, or obligation you may have to a third party;
and (e) you shall comply with applicable laws, regulations, and these Terms
throughout your use of the Site, Services, and provision of use of any
Applications. You are solely responsible for ensuring that these Terms are in
compliance with all laws, rules, and regulations applicable to you. The right to
access the Services and Applications is revoked where these Terms or use of the
.Services or Applications is prohibited

Spiritt may charge other fees for using the Service including for using the .2.4
Applications as will be determined from time to time by Spiritt and as will be
.detailed on the Website

You may sign up for a free trial period, and it is also possible to subscribe for various subscription plans, at prices as determined by Spiritt. Spiritt may cancel the free trial period and may change the terms of subscription plans, including prices, at any time at its sole discretion and you will not have any claims against Spiritt in such cases .2.5

Other than in case of a free trial period, subscribing to the Service is subject to a monthly fee according to the plan you have chosen. Monthly fees shall be charged in advance on a monthly basis. Spiritt reserves its right to increase or decrease such fee and/or to change the available subscription plans at its sole discretion and shall provide notice of any such increases. Upon choosing a monthly subscription plan, the subscription fee shall be charged in advance at the beginning of each month until the subscription is cancelled. In case of a decrease of the subscription fees, the User will not be entitled to any refund and/or discount and/or any other benefit or deduction and the User shall not have any claims against Spiritt in such case .2.6

Any subscription plan will be automatically renewed until cancelled by the User or Spiritt .2.7

The User may pay via credit card or through a third-party payment processor. It is clarified that Spiritt may change the payment methods at any time at its sole discretion and you will not have any claims against Spiritt in such case. Use of any third party payment processor is subject to such third party's terms of use and privacy notice .2.8

Should a User not settle any payment of subscription fees, the User's account may be blocked and all of the Content and the Application may be deleted and any license granted to the Subscriber and its Users will immediately be nullified and terminated and the User shall not have any claims against Spiritt in such case. It is clarified that cancellation of the subscription will not exempt the User from paying any unpaid fees, and the Subscriber will not be entitled to any refund of amounts paid by it .2.9

It is clarified that the Service shall not be considered a replacement for storage and/or backup services and therefore Spiritt shall not be liable for any loss and/or deletion of data and User Content (as defined below) for backup and/or storage purposes .2.10

The User may cancel its subscription by contacting Spiritt via email, and its subscription will be cancelled at the end of the month following the month in which such request was received. All subscription fees are non-refundable .2.11

It is further clarified that Spiritt reserves its right at any time and at its sole discretion to change the Service it provides and/or to add additional features to the Service and the User shall not have any claims against Spiritt in such case .2.12

Spiritt reserves its rights to shut down the Website or Service or any part thereof for any reason at any time at its sole discretion and you will not have any claims against Spiritt in such case, provided, however, that you will be entitled to a .2.13

pro-rated refund of any prepaid fees in case the Services are entirely discontinued
.by Spiritt, not due to any action or inaction related to you

.The subscription is personal and non-transferrable .2.14

Use of Application .3

You are solely responsible for use and management of your Applications, .3.1
including engagement with End Users using your Applications and ensuring that
your engagement with End Users and their use of the Applications are, at all
times, compliant with these Terms and applicable laws and regulations, including
privacy, consumer protection, and anti-spam laws. Spiritt requires you to publish
your own terms of service with End Users, as well as your own privacy notice and
you hereby undertake to publish and comply with such terms of service and
privacy notice, which shall comply with these Terms and applicable law and be at
least as protective of Spiritt as these Terms. Spiritt is not a party to any dealings or
transactions with End Users, provided however, that you agree that Spiritt shall be
.considered a third-party beneficiary of any agreements with End Users

Without derogating from any other obligations you may have toward End Users, .3.2
you undertake that you shall provide all necessary notices and shall obtain and
maintain all necessary rights and legal bases required under applicable law to
provide Personal Data (as defined in the Privacy Notice) of any End Users to Spiritt
and to allow Spiritt to use such Personal Data as contemplated hereunder. In
addition, if End Users are permitted to provide materials through your
Application, such materials shall be considered User Content and you shall ensure
that you have obtained any rights and/or licenses required in order to grant Spiritt
.the right to use such User Content as provided under Section 5.1.2 below

To the extent you submit Applications to any marketplaces of mobile applications, .3.3
including Apple's App Store and Google Play ("**App Store**"), you remain fully and
solely responsible for your Application and your engagement with the applicable
.App Store

If End Users are required to make payments to you in respect of use of the .3.4
Applications or features thereof, such transactions will be facilitated by Spiritt
through BlueSnap. Spiritt shall be entitled to a commission in the amount of 5%
of the applicable transaction, which shall be deducted by Spiritt before amounts
.are transferred to the User

You agree to indemnify Spiritt, its employees, managers, shareholders and/or .3.5
anyone on their behalf for all damage, loss, loss of profits, payment and/or
expense caused to them including attorney fees and court fees arising from claims
relating to your Application/s including its provision through App Stores or from
.use of Applications by any End Users

Liability and Limitation of Liability .4

Spiritt has no obligation to build an Application requested by you and Spiritt .4.1
.reserves the right, at its sole discretion, to refuse to build a certain Application

Spiritt reserves its rights to act against a User that breaches any of these Terms including, but not only, blocking the User's access to the Website, Service, and the Application, terminating its license to use the Application, and shutting down its account without prior notice and at its sole discretion. In such case, Spiritt shall have no obligation to refund any amounts paid as a subscription fee and the User .will have no claims against Spiritt in connection therewith .4.2

The information and the Service is provided on an as-is basis, and you agree that Spiritt and its employees, officers, shareholders and/or anyone on Spiritt's behalf shall have no liability for any damages, direct or indirect, caused to you or to any third party on your behalf resulting from use and/or reliance on information .available on the Website or through the Service .4.3

Spiritt shall have no liability for any damages of any kind resulting from your use of the Website, Service, and/or any Application and/or resulting from your .reliance on any Content made available by Spiritt .4.4

Spiritt is not liable for any of your actions involved in your use of the Service or any Applications and neither you nor any End Users will not have any claim against Spiritt regarding any damage caused to you resulting from use of the .Service or any Applications .4.5

Spiritt does not warrant that all links available on the Website or available on Mailings (as defined below) sent to you by Spiritt, are active and/or will lead to an active website, and the existence of such link shall not be considered as any opinion, recommendation or advice regarding any content appearing in such link. Spiritt shall not be liable for any damages, direct or indirect, caused to you resulting from your use and/or reliance on information and content appearing in any third-party webpages which their links may be available on the Website or .otherwise provided by Spiritt .4.6

The Service may be interrupted and/or may face errors. Spiritt does not warrant that the Website will be immune to any illegal access, any damages, errors, and/or faults relating to hardware, software and/or communication line and/or any other damage which may be caused to Spiritt and/or any of its service providers. Spiritt shall not be liable for any direct or indirect damage caused to you and/or any third party including to your assets, including, but not only, any .damage resulting from loss of information or User Content .4.7

The information and Service available on the Website may include inaccuracies or mistakes. Spiritt does not warrant that the Service will be uninterrupted or error-free or that the Service or the servers providing the Service will be virus-free or free from other harmful components. Spiritt does not warrant that the use or the result of the use of the Service or the Applications built via the Service will be .accurate, correct, and/or reliable in any manner .4.8

You hereby agree that Spiritt will not be liable for any unauthorized access to your .account including any change in User Content .4.9

Spiritt has no responsibility for any of your use of the Applications built via the Service since Spiritt's Service is solely a platform which assists you in building and .4.10

operating Applications, and it is your responsibility to verify the proper operation of the Applications prior to using them including prior to engaging third parties in matters related to the Applications and prior to launching the Applications including by means of checking any regulatory issues which may apply to the Applications. Any claims and/or demands you may have regarding the outcomes of the Applications and their use including, but not only, any dispute between you and an End User or other third party which used the Applications and any legal problems you encounter which are related to the Applications are at your own responsibility, and you shall have no claim against Spiritt regarding the above

Should you breach any of the above, by negligence or on purpose, you will be held liable for any loss and damage incurred and/or may be incurred to Spiritt. In such case, Spiritt will have the right to terminate your use of the Website immediately and to block your access to the Website and the Applications and will nullify your license of the Application without prior notice and at Spiritt's sole discretion and you will have no claims against Spiritt in such case. Furthermore, in such case you will indemnify Spiritt, its employees, managers, shareholders and/or anyone on their behalf for all damage, loss, loss of profits, payment and/or expense caused to them including attorney fees and court fees

Intellectual Property; License of Application .5

Rights in Applications .5.1

The Applications you build and operate via the Service, including the source code of such Applications, will remain Spiritt's property. You are granted a personal, non-exclusive, non-transferable, revocable license to use the Application you create through the Service. In case of any breach of these Terms and/or termination of your subscription, such license will be terminated automatically. However, neither your information (including any data related to the Application) will be disclosed by Spiritt to any third parties unless explicitly mentioned otherwise, and Spiritt does not claim any ownership rights of any data related to the Application, except with respect to data that has been generated as permitted under Section 6.3

You have all right, title, and interest in any materials you or your End Users provide for use as part of Applications you build, such as images, photos, logos, or information ("**User Content**"). By submitting any User Content or allowing End Users to submit User Content, you grant Spiritt the right to use, copy, modify, and prepare derivative works of, such User Content solely for the purpose of building and managing the Applications you build and provision of the Service to you

Spiritt has no obligation to accept, display, or maintain any User Content. Moreover, Spiritt reserves the right to remove and permanently delete any User Content uploaded by you without notice if such User Content is suspected to be infringing or in the event of termination of the applicable account. You are and shall remain fully and solely responsible for any User Content that you or your End Users provide. You represent and warrant that any User Content complies with

applicable law and that you have all necessary rights, licenses, consents,
.and authorities required to provide such User Content

Without limiting the above, you agree that you will not transmit, submit .5.1.4
or upload any User Content or act in any way that (i) violates the legal
rights of others; (ii) infringes the intellectual property, moral, publicity,
privacy, or other rights of any third party; (iii) is (or you reasonably
believe or should reasonably believe to be) in furtherance of any illegal,
counterfeiting, fraudulent, pirating, unauthorized, or violent activity; (iv)
does not comply with all applicable laws, rules and regulations; (v)
contains material we determine to be offensive, including that which
promotes, hate, violence, or discrimination; (vi) constitutes a
harassment or threat; (vii) contains obscene material; and/or (viii)
contains any virus, worm, trojan horse, or other harmful or disruptive
.component

.Rights in Website and Service .5.2

All intellectual property rights, including patent rights, copyright rights, .5.2.1
moral rights, rights of publicity, trademark, trade dress and service mark
rights, goodwill, trade secret rights and other intellectual property rights
as may now exist or hereafter come into existence in the Service or the
Website, including all the webpages of the Website and their design and
any materials available on the Website or through the Service or in any
.Mailings ("**Content**"), are solely reserved by Spiritt

You may not copy, reproduce, publish, transmit, distribute, display, .5.2.2
modify, create derivative works from, sell or exploit in any way any of
.the Content without Spiritt's prior written consent

You may use the Content solely for your own personal use and not make .5.2.3
any commercial use of the Content. You may not use the Content for
any other purpose including, but not only, for promoting, advertising,
.and/or marketing commercial entities

Spiritt may, at its sole discretion, use your Company's and Applications' details, .5.3
name, logo, or screenshots relating to use of your Applications, including
screenshots of screens within your Applications, as part of its marketing
materials, including listing you as a customer on the Website or including relevant
.materials as part of a case study

Infringement. Spiritt respects all intellectual property rights of third parties and .5.4
makes all efforts to not infringe rights of third parties. However, if rights of any
third party were mistakenly infringed, please report such infringement to Spiritt
.via email address: info@spiritt.io

Use of Personal Data .6

Spiritt respects the privacy of all visitors to the Website, Users, and End Users. .6.1
.Information regarding use of your information can be found in the Privacy Notice

Upon registration, Users will be requested to choose a username and a password and provide some personal details. Such details are necessary in order to allow you to access limited areas on the Website. It is your responsibility to keep such details with discretion and to update your username and password occasionally so only you will be able to use them. Spiritt and/or anyone on Spiritt's behalf will not be liable for any unauthorized use of your account and/or personal area by anyone who uses your details without your permission .6.2

You agree that Spiritt may use aggregate and/or anonymized data, including data based on End Users' use of Applications to improve the Service .6.3

When we process Personal Data of End Users that is subject to General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") on your behalf for the purpose provision of the Services, you will at all times be considered the data Controller (as defined in the GDPR) and you are responsible for compliance with your obligations as data Controller under applicable law. We shall act solely as a data Processor (as defined in the GDPR) on your behalf, all in accordance with the Data Processing Agreement ("**DPA**"), available at <https://spiritt.io/docs/dpa.pdf>. You are responsible for compliance with your obligations as data Controller under applicable law including any applicable data protection laws and the GDPR and you agree that you shall: (a) have and maintain throughout the term of these Terms and the DPA all necessary legal bases, rights and consents required under applicable law in order to provide Personal Data to Spiritt and allow it to provide its Services as a Processor; (b) you shall ensure that a record of any consents is maintained, as required under applicable law; and (c) you shall not provide Spiritt with any Special Categories of Data (as defined in the GDPR) and/or any data or information subject to special regulatory or statutory protection regimes ((including but not limited to data regarding children, financial, and health data .6.4

Mailings .7

Spiritt may offer its Users the opportunity to receive email messages and/or newsletters about updates, improvements and other notifications regarding ("Spiritt's activity, including via emails (the "**Mailings** .7.1

It is clarified that at any stage you will have the ability to opt out of receiving the Mailings by contacting Spiritt and/or by clicking on an unsubscribe link available on the Mailings sent to you by Spiritt .7.2

If you are a User, Spiritt reserves the right to send you service-related communications, including service announcements and administrative messages, without offering you the opportunity to opt out of receiving them. Should you not wish to receive such communications, you may cancel your account .7.3

For the avoidance of any doubt, the above terms in this section 7 are subject to (the Israeli Communication Law (Telecommunication and Broadcasting-1982 .7.4

Security .8

The Website is protected and secured using advanced security tools which are intended to ensure safe and secure use of the Website and to protect your privacy. you hereby warrant that you will not act in any way that will interrupt the activity of the Website including, but not only, theft of information of other users and breaching the security mechanisms of the Website. Spiritt will act against you in such case by any means permitted by law including blocking your access and .use of the Website and taking legal actions against you in such case .8.1

Should you breach any of the above, by negligence or on purpose, Spiritt will have the right to block your access to the Website and you will indemnify Spiritt, its employees, managers, shareholders and/or anyone on their behalf for all damage, loss, loss of profits, payment and/or expense caused to them including attorney .fees and court fees .8.2

Term, Termination and Assignment .9

These Terms shall be effective on the day you start using the Website and .continues until you refrain from any use of the Website and Service .9.1

Spiritt may at any time terminate these Terms with you if: (i) you have breached any provision of these Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms); and/or (ii) Spiritt is required to do so by law (for example, where the provision of Spiritt's services to you is, or becomes, unlawful); and/or (iii) the provision of the Service is no longer commercially viable. In case of each of the above Spiritt shall, .where possible, give reasonable notice of such termination .9.2

Spiritt reserves its rights, at its sole discretion, to amend these Terms at any time by publishing such amendments on the Website and notifying of such amendment. Any amendment will become into force immediately upon notifying of such amendment. Your continuation of using the Website will be considered as .consent to such amended Terms .9.3

Spiritt reserves its rights to shut down the Website or any part thereof for without providing any prior notice and in such case Spiritt shall have no liability for any .damage or loss caused to you or any other third party .9.4

All terms of these Terms referring to intellectual property, indemnity, and .limitation of liability shall survive any termination hereof .9.5

You may not assign your rights and obligations under these Terms without Spiritt's prior written consent. Spiritt may assign any of its rights and obligations .hereunder to any third party .9.6

Trade Restrictions .10

You must comply with all domestic, foreign and international laws and regulations in respect of encryption and export controls that apply to the technology used or supported by your Application. These laws and regulations may include restrictions on destinations, end users, and end use. To the extent such laws and regulation require you to register your Application with any government or .10.1

regulatory entity, or require you to obtain licenses or consents from any government or regulatory entity, it is your responsibility to comply with such requirements, and you shall defend, indemnify and hold harmless Spiritt from any claims in connection with your failure to comply with such requirements

Governing Law and Notices .11

These Terms shall be governed by and construed in accordance with the laws of the State of Israel. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the courts of Tel Aviv, Israel, for any litigation and/or dispute arising out of these Terms .11.1

All notices provided by Spiritt shall be in writing and shall be deemed to have been given upon four hours after sending an email with electronic confirmation of transmission, provided that Spiritt has not been notified that no message has been received .11.2