

iCreate – Internet Campaigns Management Ltd
END USER LICENSE AGREEMENT

This End User License Agreement (the "**Agreement**") is made upon the Effective Date (defined below), by and between you (both the individual who subscribed for use of the Application (defined below) and any legal entity on whose behalf such individual is acting) (hereinafter: "**You**" or "**Your**") on the one hand and **iCreate – Internet Campaigns Management Ltd** on the other hand ("**Company**" or "**iCreate**").

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES AND/OR THE APPLICATION. THIS APPLICATION IS COPYRIGHTED AND LICENSED (NOT SOLD). TAKING ANY STEP TO REGISTER TO THE SERVICE OR USE THE APPLICATION CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT INCLUDING ANY OF ITS REVISED TERMS. 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 YOU SHALL BE CONSTRUED AS INFERENCE TO THE CONTRARY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE ALL USE OF THE APPLICATION AND NOTIFY THE COMPANY. YOU DECLARE THAT BY ACCEPTANCE OF THIS AGREEMENT AND/OR BY USING THE SERVICES YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, AND AT LEAST 18 YEARS OF AGE, AND YOU SHALL ACCEPT FULL RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF THE SERVICES.

Company reserves the right, in its sole discretion, to revise or modify the terms of the Agreement at any time without notice, and You agree to be bound by such revisions or modifications. It is Your responsibility to review the terms of this Agreement regularly for any changes.

1. **Definitions.**

"**Application**" means the Company's proprietary iCreate platform/application, including any and all artifacts and/or derivative works and/or features created or produced therein, licensed to you in connection with this Agreement for the management of automated marketing campaigns (the "**Services**"), together with all other related and accompanying Documentation, and any Updates, patches and bug fixes of the Application which are made available by the Company during the Term. The Application may also include Upgrades, if and when released by the Company.

"**Documentation**" means user manuals, documents, drawings and other written and/or electronic materials pertaining to the Application provided and/or produced by the Company to You in accordance herewith or that are posted on the Website.

"**Effective Date**" means the actual date of first use of the applicable License.

"**Update**" means a new version or a revised version of the Application generally made available by the Company to its customers, that contains bug fixes and/or minor enhancements or improvements, but does not contain significant new features, all as determined at Company's sole discretion.

"**Upgrade**" means any new version of the Application generally made available by the Company to its customers, that contains major enhancements and/or new features or functions, all as determined at Company's sole discretion. Further, Company may, in its sole discretion, determine the additional fee or terms which shall be applicable for such Upgrades, all as shall be more fully described on the Company's website at: <http://www.icreate.marketing> (the "**Website**").

2. **License.** Subject to the terms and conditions of this Agreement and payment of the Fee, the Company hereby grants You, and You hereby accept, a non-exclusive, non-sublicensable, non-transferable and fully revocable, limited scope license to use the Application and to use the Documentation, all in the manner described herein, during the Term, and subject to the provisions and limitations set forth under this Agreement (the “**License**”). The License is intended for Your use only and for no other purposes whatsoever and You shall not share Your username and password, or authorize access or use of the Application, to any unauthorized third party. You hereby acknowledge that Your License to use the Services are limited by this Agreement and if You violate the Agreement terms, Your License to use the Services shall immediately terminate, and You shall immediately refrain from using the Services.

3. **Account Registration.** In order to signup, access and/or use the Services, You must register and create an account with the Company (“**User Account**”), which requires You to provide contact information and submit any other form of authentication, as determined by the Company. You are solely responsible for maintaining the security of Your User Account, log-in credentials, and for all activities that occur under or taken in connection with Your User Account. You must provide accurate and complete information when registering your User Account, keep Your User Account information updated, and notify Company of any unauthorized use of Your User Account. You agree not to create a User Account if You have been previously removed, suspended or restricted to use the Services. Your User Account is non-transferrable and may not be shared with any other entity or person. Company will consider the owner of a User Account as the entity or person who has access to the e-mail address stored on Company’s file and records for such User Account, unless otherwise determined in Company’s sole discretion.

4. **Use of Application.** Subject to payment of the Fees hereunder and full compliance with this Agreement, the Application may be used by You for the performances of the Services hereunder and according to the Documentations. This Application and accompanying documentation are protected by intellectual property laws and international treaty provisions. Unauthorized access or use of the Application in whole or in part is expressly forbidden. The Application may be used during the Term only and upon the lapse thereof, you shall cease all use or access to the Application. It is clarified that the Application is a cloud based application and required an active internet connection for its operation, and obtaining such internet connection is Your responsibility, including ensuring your computer or mobile device meets all the necessary technical specifications to enable You to access and use the Application. In any event, the Company shall not be liable for any damage or loss caused as result of a faulty or unsecured internet connection. It is further clarified that Company may retain certain information of the campaigns initiated and managed by You while using the Application for the operation of the Application and the provision of the Service. Except if agreed otherwise and/or as set forth under this Agreement, including with respect to Third Party Services, all information so retained shall not be disclosed to any third party, shall be maintained for your benefit only and shall be deleted upon termination of this Agreement. You agree that Company may change any part of the Application, including its content, at any time, or discontinue the Application or any part thereof, for any reason, without notice to you and without liability.

5. **Third-Party Services.** By using the Company Services, You may be able to engage, use and procure certain third party services, products, software, embeds, tools, content, applications and/or widgets offered via the Company website and/or Services, such as, but not limited, like Publicators to manage email marketing, Paycall to manage virtual numbers, and Microsoft Power BI to provide business intelligent services (collectively, “**Third Party Services**”). You acknowledge and agree that if You use any Third Party Services while using the Company Services, whether integrated or bundled with certain Company Services, or offered separately through the Company Services: (a) Your Data may be submitted directly or passed to the respective third party; (b) You will act in compliance with the respective third party’s terms of use, privacy policy and other policies, which shall apply thereof. For example, if You use Publicators while using the Company Services, You must comply with their applicable legal terms, including their terms of use and policies as of the date of use of such services, which You are encouraged to read and review before using such Third Party Services; (c) Company merely acts as an intermediary platform between You and such Third Party Services, and does not in any way control and/or endorse and/or vet any such Third Party Services, or shall be in any way responsible or liable for such Third Party Services, including with respect to any warranties, express and implied, content, accuracy, validity and/or reliability and/or otherwise of any materials

and/or information, data, opinions, advice and/or statements contained and/or made on such Third Party Services. Company will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between You and any Third Party Services; (d) such Third Party Services may require the payment of additional amounts to Company and/or to the providers of such Third-Party Services, and (e) any and all use and/or interaction of such Third Party Services shall be made by Your own independent judgment and done solely at your own risk and responsibility. Third Party Services may not work properly with Company's Services and Company may not be able to provide support for issues caused by any Third Party Services.

Company reserves the right, at any time and at its sole discretion, to suspend, terminate, disable access to or remove any Third Party Services, in whole or in part, whether or not incorporated with or made part of Your Services at such time without any liability to You and/or to any of your potential customers, website visitors or end users.

6. **Disclosure of Use of Google API.** Company's use and transfer to any other app of information received from [Google APIs will adhere to Google API Services User Data Policy](#), including the Limited Use requirements.

7. **Your Data.** iCreate's Application and Services allow you to collect and manage information from your current or potential customers, website visitors or end-users (collectively, "**Your Data**"). You are the sole owner of Your Data and any and all rights, including intellectual property rights contain therein. Except if agreed otherwise and/or as set forth under this Agreement, including with respect to Third Party Services (as described above), iCreate will hold, use and process Your Data only in connection and for the purpose of the provision of the Services, and will not sell, trade, rent use or disclose Your Data without your permission. Notwithstanding, Company might share Your Data with third parties if necessary to comply with applicable law, a regulatory or legal requirement, including for the purposes of protecting Your interests or the interests of others, protecting the security or integrity of Company's databases and Services, taking precautionary measures against legal liability, enforcing Company's agreements and policies, or in the event of a corporate sale, merger, reorganization, dissolution or similar event.

7.1 **Collecting Your Data.** You hereby represent that You have obtained, and will obtain at all times, any required permission with respect to any information included and/or associated and/or used with Your Data, in accordance with applicable law and this Agreement.

7.2 **Representations.** You represent that all of Your Data is held in accordance with applicable law. You may not otherwise use Your Data or any portion thereof in connection with iCreate's Services or Application. You represent your use of Your Data, is in compliance with this Agreement and any applicable law, regulation, statute, ordinance or other promulgation applicable in any applicable Country or local territory, including the transmission of content and/or the privacy of persons.

7.3 **Personal identifiable information.** Except as otherwise set forth under this Agreement, including with respect to Third Party Services, iCreate does not share any personal identifiable information contained in Your Data with any third party. You are solely responsible for the management of Your Data, and to comply with all applicable laws and regulations, including to comply with any request by a data subject as required by applicable law. You may not include sensitive information in Your Data.. Company disclaims any and all liability for Your disclosure of personal identifiable information You submit through the Services.

7.4 **Non-personal identifiable information.** You grant iCreate permission to collect, analyze, compile, modify and share publicly any anonymized, aggregate, and statistical data or otherwise non personal identifiable information included or derived from Your Data, without limitation, both during and after the term of this Agreement for lawful and legitimate business purposes.

7.5 **No Backups and No Liability for Lost Data.** iCreate does not undertake to backup Your Data via the Services, and will not be responsible or liable for any loss of data and/or recovery expenses. You are solely

responsible to backup Your Data and maintaining updated and confidential logins for You and your personnel with access to Your Data. For further information regarding the manner in which Company collects your personal data in the course of providing You with the Service, please refer to our privacy policy (the "**Privacy Policy**").

8. **Restrictions.** Without derogating from the generality of the Agreement terms in connection with Your use and access to the Services, You undertake that neither You nor anyone on Your behalf, may directly or indirectly, sell, resell, distribute, redistribute, bundle, modify, or incorporate into other programs or products, the Application or any portion thereof (whether for consideration or not), except if you have obtained a prior written approval by the Company. You acknowledge that the source code of the Application, and the underlying ideas or concepts are valuable intellectual property of the Company and You agree not to, except as expressly authorized in writing by the Company and only to the extent established by applicable statutory law, attempt to (or permit other third parties to) copy, decipher, reverse translate, decompile, modify, alter, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces or artifacts of any part of the Application by any means whatsoever. You will not interfere with, hack into or decipher any transmissions made through the Application, including to or from the servers for the Services. You will not develop methods to enable unauthorized parties to use or access the Application, or to develop any software or applications competing with the Application or one of the Company's other products. Therefore, You are not allowed to resell, deep-link, copy, use, scrape, monitor, download, display, reproduce, or use data mining, crawlers, robots, or any type of extraction tools in connection with the Services, including any content, software, products, artifacts, available or made through our Services. You will not (and will not allow any third party to) remove any copyright or other proprietary notices from the Application nor incorporate any materials that infringe on any intellectual property rights. You will not test the Application or use the Application in connection with any benchmark tests, evaluation or any other tests of which the results are designated or likely to be published in any form or media or otherwise made available to the public, without Company's prior written approval. Other than explicitly permitted hereinabove, You will not rent, lend, lease, sub-license or transfer the Application and/or Your rights to the Application. You will not use the Application in a manner that is not in compliance with this Agreement, the Documentation, with Company's specific instructions and with all local and international applicable law and regulation, including with respect to the transmission of content and/or the privacy of persons. You will not infringe upon any intellectual property or other rights of any third party by using the Services, including by uploading, transmitting or making available any unauthorized use of any third party materials or information, or otherwise through the Services in any manner. You will not copy, modify, adapt or translate into any language the Documentation, without the prior written consent of the Company. You will not display, host or implement the Services on any marketing campaigns, landing pages or websites that contain any illegal activities or offensive content to individuals under the age of 18, including indecent, obscene or pornographic or sexual material, hate speech, defamatory, libelous, obscene, gambling related, discriminatory, and unsolicited mass distribution of email. You will not transmit or upload any files that contain viruses, worms, Trojan Horses, time bombs, cancelbots, corrupted files, data, or any other similar software or programs that may damage the operation of the Services. You will not engage in any practice that disparages Company's goodwill or reputation.

9. **Support and Maintenance.** The Application is provided to You "As Is" with no warranty or guarantee for maintenance and support services; any support or maintenance services, to the extent offered by the Company, shall be at the scope and subject to such terms and conditions as shall be determined by the Company, and posted on the Website. You may purchase maintenance and support packages which shall be governed by terms and conditions delivered to at such purchase.

10. **Title and Intellectual Property.** You acknowledge and agree that the Application and the accompanying Documentation, including any revisions, corrections, modifications, enhancements, Upgrades and/or derivative works thereto as made by the Company (regardless of whether such derivative works were made pursuant to Your request and/or, and irrespective of any support and/or assistance the Company may receive, will receive or had received from You, or any third party on Your behalf, with respect thereto), are Company's property protected by

applicable copyright, trade dress, patent, trademark laws, international conventions, and under any applicable laws and treaties protecting intellectual property and related proprietary rights. You further acknowledge and agree that all right, title and interest in and to the Application and Documentation, including associated intellectual property rights (including but not limited to, copyrights, trade secrets, and trademarks), evidenced by or embodied in and/or attached/connected/related to the Application and Documentation, are and shall remain with the Company. Company retains all right, title and interest in all materials created by or through the Services, including, but not limited, to designs, graphics, texts, information, pictures, video, sound, music, and other files. This Agreement does not convey to You an interest in or to the Application and Documentation, but only a limited right of use, revocable in accordance with the terms and conditions of this Agreement. You hereby acknowledge that You do not acquire any ownership rights by using or accessing the Services, or rights to any derivative works thereof. You are solely responsible for all content you upload, create, submit and/or provide in connection with Your use of the Services and the Application, including any legal or other consequences thereof. You hereby represent that You own any content you provide or upload on the Application, or that You have obtained any necessary licenses, rights, consents, and permissions thereto, and represent that none of such content will in any way violate or infringe upon any intellectual property rights or other rights of any person or entity. You hereby grant Company a worldwide, non-exclusive, irrevocable, perpetual, assignable, royalty-free license, including the right to sublicense, to edit, modify, reproduce, display, use and disclose such content for the purpose of providing the Services, and approve Company to use Your logo and name for Company's marketing purposes, including on Company's Website. Without derogating from the aforementioned, if You provide Company with suggestions and/or comments in connection with the Services and/or any of the Documentation, including with respect to any improvement, correction, enhancement and/or modification thereof, then You hereby grant Company a worldwide, non-exclusive, irrevocable, perpetual, assignable, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner Company chooses without reference to the source of such comments or suggestions. Company's use of any third party trademarks, logos or service marks, including in connection with the Services does not imply any endorsement or other relationship thereof. Nothing in this Agreement constitutes a waiver of Company's intellectual property rights under applicable Law.

11. **Monitoring.** You agree and acknowledge that the Company reserves the right to monitor the Website, Application and Services, including without limitation, any digital assets, client websites and client landing pages used in connection with the Services (and any use of them). You agree that Company may at any time, with or without notice, for any reason and without liability, remove, disable, revoke, terminate or suspend any access and/or use to the Services, or any portion thereof, whether online or offline, including any created digital assets thereof, in their original form or modified, and any of their functionality or features, even if such digital assets have been downloaded to Your Server and/or are otherwise self-hosted. You hereby agree that the Services, including any or all the digital assets may be restored, at Company's sole discretion. Company disclaims all liability for removing, disabling, revoking, terminating, or suspending any access and/or use to the Services, in whole or in part, including any created digital assets, elements, features and/or artifacts thereof, and you have no claim to any form of compensation, reimbursement or damages arising from such action, and no refund or credit will be granted.

12. **Term and Termination.** This Agreement shall commence as of the Effective Date, and shall be in full force and effect for the License period subscribed for by You, and shall terminate upon any violation of the License terms as set forth in this Agreement (the **Term**). Upon lapse of the Term, the License to the Application shall terminate. In the event of any violation, breach or default by You of any of the provisions of this Agreement, including but not limited to, a suspected violation of the provisions of this Agreement, illegal or improper use of the Services, Applications or Company's intellectual property, as determined by Company at its sole discretion, ("**Cause**"), Company may immediately, without notice and for any reason, prohibit, terminate, limit or suspend Your rights, in whole or in part, to access and/or use the Application and/or the Services and/or the Documentation, which shall automatically expire and terminate. This Agreement shall automatically expire upon Your insolvency, bankruptcy or liquidation or filing of any application therefore, or upon assignment or transfer of all or substantially all of Your assets, stock and/or business to a trustee for the benefit of creditors (to the extent applicable). You may terminate the License hereunder for any reason whatsoever, provided that all Fees to be paid for your use of the

Application during the Term were paid in full. Upon termination of this Agreement: (a) You must cease all use of the Application; and (b) any Fees paid to Company prior to effective date of termination shall be refundable, provided that in the event of termination for Cause, such fees shall not be refundable. If Company makes a request via public announcement or press release to stop using the Applications, you will comply immediately with this request. In the event that Company terminates your Application, You may not participate nor make use of the Services without Company's express consent. Company reserves the right to refuse to provide You access to the Services or any future service or any part thereof. If You believe that any action has been taken against You in error, please contact us at: support@icreate.marketing

13. **Fees; Taxes.** The License fee, support fees (if elected to purchase), and any other payment for the access and use of the Application (collectively, the "Fees") shall be subject to the prices and timely payment details set out in Company's registration process or as otherwise notified to You by the Company, , and according to the License and support packages subscribed for by You. Payment of the Fees shall be made in the manner provided for on the Website, unless agreed otherwise by the Company. The Fees due to the Company are stated in net values, and are exclusive of applicable local, state, federal and international sales, value added, withholding and other taxes and duties of any kind, including without limitation, VAT and applicable sales tax. You shall be responsible for payment of taxes and duties of any kind payable with respect to the licensing of the Application other than taxes levied or imposed on the Company based upon the Company's net income at its domicile. All prices and packages are indicated on the Website, or provided otherwise by the Company, and the Company reserves the right to amend, change or increase such prices and packages without notice provided that the terms of any purchased packages at such time are not affected. Company reserves the right to terminate Your use of the Services in case of any failure on your part to timely pay any Fees due by You to the Company. Company may, at its sole discretion, add, remove or change the Services it offers or the Fees, in whole or in part, at any time. The Fees are based on the Services You purchased, and not on the actual usage.

Fees payments are processed through third-party payment processors ("**Payment Processor/s**") and You agree: (a) that such Payment Processor/s may be used to process Your transactions in connection with the Services; (b) to act in compliance with the respective Payment Processor's terms of use, privacy policy and other policies, which shall apply thereof; (c) to only submit valid information in connection with the Payment Processors; (d) unless otherwise agreed by the Company, all Fees payments made are final and non-refundable; and (e) Company is not liable or responsible for any of the services and/or conduct and/or omission of the Payment Processor/s.

14. **Disclaimer of Warranty.** You agree that your use of the Application and Services shall be at your sole risk. To the fullest extent permitted by law, Company, including its officers, directors, shareholders, partners, employees, service providers, affiliates and/or any other person or entity acting on behalf of the Company, disclaim all warranties. THE APPLICATION AND THE DOCUMENTATION ARE LICENSED AND PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, AND the COMPANY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, USEFULNESS, AUTHORITY, ACCURACY, COMPLETENESS AND ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND OF ANY THIRD PARTY SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY THEREOF, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT COMPANY WILL CORRECT ANY OR ALL ERRORS. NO LICENSOR, DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS DISCLAIMER OF WARRANTY. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY UNAUTHORIZED USE OF YOUR CONTENT BY THIRD PARTIES OR OTHER USERS OF THE SITE OR SERVICES, AND IS NOT RESPONSIBLE FOR PROTECTING YOUR CONTENT. Any material downloaded or obtained through the use of the Services, including any marketing campaigns and landing pages is done at Your own discretion and risk. you

agree that You are solely responsible for any damage to your computer system or other device, and/or for any loss of data that may result from the download of any such material.

15. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY AGREE THAT IN NO EVENT SHALL THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, EMPLOYEES, AGENTS, THIRD PARTY SERVICE PROVIDERS, AFFILIATES AND/OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, DAMAGES FOR LOSS OF BUSINESS PROFITS, REVENUE, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR DATA OR DATA USE, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE APPLICATION OR OTHER MATERIALS ON, ACCESSES THROUGH OR DOWNLOADED FROM THE APPLICATION AND/OR SERVICES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL PURPOSE.

IN THE EVENT THAT DESPITE THE EXPLICIT PROVISIONS OF THIS PARAGRAPH, COMPANY IS FOUND LIABLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE SERVICES, COMPANY'S MAXIMUM AGGREGATE LIABILITY FOR ANY SUCH DAMAGES OF ANY KIND, SHALL NOT EXCEED ONE-HUNDRED AND FIFTY US DOLLARS (150 US\$). THIS LIMITATION IS AN ESSENTIAL PART OF THE AGREEMENT BETWEEN YOU AND THE COMPANY. YOU ACKNOWLEDGE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, AND THAT THE COMPANY WOULD NOT PROVIDE THE APPLICATION EXCEPT UNDER THE TERMS OF THIS AGREEMENT.

16. **Indemnification.** In addition to any other rights and remedies available to the Company under applicable law, You agree to indemnify, defend and hold harmless Company, and each of its officers, directors, shareholders, partners, employees, service providers, affiliates and/or any other person or entity acting on behalf of the Company, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with Your breach of (i) any of the terms of this Agreement; (ii) any rights, third party rights, including data protection, privacy and intellectual property rights and otherwise; (iii) any content that You post or share by using the Services.

17. **Export Control.** You shall comply with all applicable government trade and export control laws and regulations with respect to the Application. You agree that the Application will not be transferred or exported into any country or used in any manner prohibited by any applicable laws in any jurisdiction.

18. **Miscellaneous.** (a) Without derogating from the provisions of Section 4 above, You shall not assign, sublicense, subcontract, charge or otherwise encumber any of Your rights or obligations hereunder without the prior written consent of the Company. Company may assign this Agreement at its discretion provided that a notice of such assignment is posted on its website. (b) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect. (c) The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(d) This Agreement shall be governed by the laws of the State of Israel, and the Parties hereto submit to the exclusive jurisdiction of the competent courts located in Tel-Aviv Jaffa, Israel. (e) This Agreement, sets the entire understanding and agreement between You and the Company, it supersedes any prior proposal, representation and understanding concerning the Application, and may be amended only in writing signed by both parties. (f) Nothing

in this Agreement shall create or be construed as creating any relationship of partnership, of employer/employee, franchiser/franchisee, or principal/agent between You and the Company.

For any questions about the terms of this Agreement or any other issue regarding Company or the Services, please contact us at: info@icreate.marketing

Last Updated: 29.5.2022