

## **TEDOOO TERMS OF USE**

Welcome to Tedooo ("**Tedooo**" or "**We**").

By using (i) the tedooo application for mobile devices (ii) the services offered by tedooo (the "**Tedooo Services**") (iii) the tedooo website (the "**Website**") and/or (iv) the Tedooo application (the "**App**") (all collectively the "**Application**"); you, an individual, a corporation or any business entity ("**You**") accept and agree to be bound by the following terms of use ("**Terms**") and all applicable laws and regulations governing the application and the website.

These Terms constitute a legal agreement that regulates the business relationship between You and Tedooo. Please read these Terms carefully before using the Application or any Tedooo Service. Tedooo reserves the right to amend these Terms, at any time, on its sole discretion, effective immediately upon posting such amended terms via the Application or via the Website, and therefore, We urge You to check periodically for updates. Your continued use of the Application, after the posting an updated version of the Terms, constitutes Your agreement to any amended version of the Terms.

By downloading, installing or using the Application, on Your mobile device ("**Device**"), You expressly agree to, and consent that You understood these Terms, and that You consent to be bound by these Terms. Please read these Terms carefully before approving the above.

Any download, installation or use of the Application, including any updated version of the Application, is subject to, and shall remain subject to, the conditions of these Terms, at any time. If You do not agree to the full extent of these Terms, or if You do not wish to be bound by these Terms, please do not download, install or use the Application or any of the Tedooo Services or if You have installed it, then please uninstall it immediately from your Device, and do not access, use or install it in any form or manner.

You must be at least 18 years old to use our Services (or such older age required in your country to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if You are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

### **1. Your Account**

1.1. Upon the installation of the Application You will be required to register an account (the "**Account**") and to provide certain information about You. You hereby declare and acknowledge that You are not required to provide any information about yourself, except for your email, phone number, and business name (as registered in your country). You may also register to the Application by using Your account credentials in other platforms supported by the Application such as Your Google account, Facebook account or Apple account. You may insert further information about yourself such as a description, profile picture, location, videos and photos and a list and description of your products offered for sale, but this is not obligatory.

1.2. Upon your registration, You will also be asked to select a username. You are responsible for maintaining the confidentiality of your username, and are fully responsible for all activities that occur under the Account with or without your knowledge. You agree to

immediately notify Us of any unauthorized use of your Account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this section.

- 1.3. Your account will be used in order to communicate with Us, and with other users of the Application. You will be able to update your business details, add or remove photos and information operate your profile, contact other businesses and receive reports and updates with respect to your business.
- 1.4. If you are opening a corporate Account, You must confirm that You have the authority to open such Account from your corporation and to communicate and execute transaction on behalf of your corporation.
- 1.5. You undertake that all information provided by You to Us is true and accurate, and consent to update this information in order to keep its accuracy, correctness and completeness.
- 1.6. The Application and/or the Website may use certain features of your Device, such as locating your location, use of your photo gallery, use of your camera (including Video) and use of your phonebook, as part of your use of the Application and/or the Website, and you will be required to approve such use in specific. You are not obligated to provide such approval, however it is strongly recommended to do so, in order to maximize the enjoyment of the Application and/or the Website. In case of any use of your phonebook, including names of your contacts and their phone numbers as part of your use of the Application and/or the Website, You hereby approve and provide your permission to use your phonebook and contacts, and that You are authorized to do so, without limitations.
2. **Types of Accounts** When first creating an Account, You shall be granted a free of charge access to use the basic features of the Application (the "**Basic Account**"). The access to all of the Application's features, such as publication of your contact details, tracking who followed your profile in the Application, locating You higher in the search results, etc., shall be subject to a payment of a yearly or monthly fee, according to your choice, the amount shall be subject to Our sole discretion (the "**Premium Account**"). You may decide at any time, to switch from the Free Account to the Premium Account and vice versa. More information about rates, Account types and specifications are available in the App before purchasing one of the premium plans, and may be amended from time to time by Us, in Our sole discretion.

### **3. Payment and Payment Terms**

- 3.1. All payments and payment cancellations are conducted through Apple and Google, as applicable to You, and not thorough us. Therefore, the payment and cancellation terms are subject to Apple terms and Google terms, as applicable to You, which we highly recommend You to read.
- 3.2. You hereby represent and warrant that You are the owner of the credit card and/or Paypal account that You are paying from, and that such credit card and/or account has sufficient amount of credit to cover the payment. All payments through third parties (such as credit card or Paypal) are subject to the applicable third party's Terms of

Service. You are aware that any inaccurate or untrue information provided by You with respect to such payment methods, is considered a criminal offense.

#### 4. **License**

4.1. You hereby grant Tedooo a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information that You upload, submit, store, send, or receive on or through the Application, including without limitations video, audio, text message, free text, video message, audio message, image, stickers, special stickers (stickers with text or audio), and any other data for the limited purpose of operating and providing the services as part of the Application.

4.2. In case that You choose an option of sharing any information to or from third party operator, You hereby acknowledge that such sharing shall be subject to such third party end user licenses and/or terms of use, and shall be at your sole and exclusive responsibility.

#### 5. **Features of the Application; Matches**

5.1. In case You choose to exchange business documents and reach understandings with respect to doing business with another user of the Application ("**Match**"), You will need such user's consent for Match. We may choose to authenticate such business terms however, such authentication does not, in any way, constitute any legal act or approval from the Our side or provides any guarantee with respect to such engagement from Our side. We act solely as an intermediate platform and hold no responsibility nor liability for any Matches You make through the Application and to the obedience of both sides to the Match. You and the Application user you Match with are solely liable and responsible for any Matches between you and the Matches You conduct are at your own choice and risk.

5.2. The Application includes a "feed page" ("**Feed**") and a chat ("**Chat**") which you may use for contacting with other users of the Application, exchange ideas, advertise your product, company and team, consult with others, etc. Any publications you make in the Feed will be public and other users of the Application will be able to view it. Tedooo has no responsibility and no liability for the content published in the Feed and/or Chat by its users, for the connections and engagements created in the Feed and/or Chat and their outcomes and for users activities and identity in the Application. You are solely responsible and liable for the actions made by your Account in the Feed and/or Chat.

5.3. You will also be able to chat with other users, using the embedded Chat. The Feed and Chat are intended for sharing information relevant and suitable for the purpose of the Application. We strongly advise you not to publish any sensitive information in the Feed and Chat, such as, for example and without limitation, credit card details.

5.4. Without derogating from these Terms, and without limitation, You are not allowed to: (1) insult, harass, threaten and violate any right of others in any way; (2) publish or upload any offensive or illegal content; (3) upload files containing software or materials which violate third party's intellectual rights; (4) upload files containing viruses, trojan horses or any other malicious software; (5) to impersonate or act in the name of any

other person or entity or allow any other person or entity to use your user; (6) to make spam activities.

5.5. You hereby grant Tedooo a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display the information you upload to the Feed and Chat for the purpose of performing the Application's services and for publicizing and promoting Tedooo and/or the Application.

## 6. **Restrictions and prohibitions**

6.1. As part of using the Application, You may, from time to time, provide information to Tedooo and/or to other users via the Application ("**Information**").

6.2. You hereby undertake not to, directly or indirectly make any use of the Application, including using Information provided by You and/or provided to You by any third party within the framework of using the Application the purpose of: (i) Uploading content and/or information in which You have no ownership or right of use and/or which violates or may violate any rights of any third party, including without limitations proprietary or privacy rights. (ii) Interference, disruption, limiting or preventing the use of the Application. (iii) Uploading content and/or information which is misleading, false and/or harmful to Tedooo and/or its executives, directors and/or to any third party. (iv) Uploading information which is abusive, insulting, defamatory, threatening forbidden or any other information of similar nature. (v) Any illegal purpose and/or in breach of these Terms. (vi) Harassment or false complaint. (vii) Causing damage to any third party. (viii) Performing an action which is against the law. (ix) Performing any action that deviates from the intended use of the Application. Or (x) Transferring Information which is a false report of an incident (xi) selling products and services that are in breach of the applicable law or that you are not authorize to sell or that their sale is in breach of rights to third parties.

6.3. Within the framework of using the Application, You undertake not to cause and/or assist, either by acts or by omissions, either directly or indirectly, and/or to damage and/or breach contractual rights, proprietary rights, copyrights, moral rights, duties of care and trust, trade secrets, trademarks, patents; not to publish information that constitutes defamation, not to invalidate any privacy rights of a person, not to violate warrants, not to make advertising that is prohibited by law, and not to harm in any way state security or the rights of third parties.

6.4. You further undertake not to violate any law by uploading Information within the framework of using the Application, and You will not upload and/or publish within the framework of using of the Application, any contents which violates proprietary rights of others, any pornographic or sexually or sensitive materials and/or any materials relating to minors and/or identifies them, or materials that encourages and/or supports and/or assists in performing an act which constitutes a criminal offense under the applicable laws and/or providing passwords and/or personal information and/or intimate details about other users and/or harassment of users, impersonating others, advertising and/or promotion of commercial sales, political propaganda and/or promotion of candidates and parties in elections, the use of inappropriate language and/or offensive language, collecting information about others, change the location of information from the Application and/or the Website to elsewhere for commercial purposes or in a manner which may damage Tedooo's business, make repeated messages, publishing false or misleading materials, posting links and/or any other illegal materials. For the avoidance

of doubt it is hereby clarified that the aforementioned prohibitions shall also apply to uploading links to materials and/or improper content.

- 6.5. You undertake to refrain from any attempt to collect Information via the Application, including through technological means, operation or assistance to the operation of a computer application or by any other means designed to scan and/or copy and/or retrieve and/or mine information, to refrain from executing and/or causing any change to the Application, including to other users' content, and not to interfere with the Application's source code.
- 6.6. You are not allowed in any way to do any of the following (and You are also not allowed to let or solicit anyone else do any of the following): (1) copy, reproduce, republish, frame, transmit, modify, display, reverse engineer, decompile, disassemble, sell, rent, lease, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, the Application Materials (defined below); (2) Use the Application Materials for any commercial purpose, or for any public use; (3) Remove any copyright or other proprietary notations from the Application Materials; (4) Transfer the Application Materials to another person or machine other than what is necessary for use of the Application; (5) disrupt servers or networks connected to the Application (6) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Application; and/or (7) circumvent, disable or otherwise interfere with security-related features of the Application or features that prevent or restrict use of any Content or that enforce limitations on use of the Application. If you use the Application in violation of these Terms, We may terminate your license to use it, at any time and without prior notice.
- 6.7. You shall inform Tedooo, immediately, regarding any possibility of damage that may be caused to other users and/or third parties and/or Tedooo and/or of an existing or anticipated breach of the applicable law, due and/or as a result of Your use of the Application.
- 6.8. You hereby acknowledge that Tedooo may take any action against a user who breaches these Terms by any means available to Tedooo by the applicable law.

## **7. Intellectual Property.**

- 7.1. The code of the Application (both in human and machine readable forms) and its design (the "**Code**"), and all of the content contained in the Application, which includes the Application's design (functional, graphic, UX and UI), logos, text, graphics, images, illustrations, designs, icons, photographs, video clips, audio, and other content materials (collectively, the "**Content**") are protected by patents, copyrights, trademarks, trade secrets and/or any other intellectual property rights under any applicable laws. The Code and the Content together form the "**Application Materials**". All intellectual property rights in the Application Materials, are owned by Tedooo (or licensed to the Tedooo by third parties who own those rights). Tedooo does not grant to you any express or implied rights to use the Application Materials, other than as expressly allowed under these Terms.

## **8. Information**

- 8.1. Any content that You will transfer via the Application, including without limitations concerning You and/or your business, products and services that includes documents,

video, audio, text message, video message, audio message, image and any other data shall be considered as "**Information**".

- 8.2. **You undertake, that there is no legal and/or contractual and/or any other obligation that prevents You from uploading and/or publishing and/or transferring the Information and that said Information is not in any breach of any applicable law and is not in breach of any right of any third party. Any Information uploaded by You shall be under Your sole and exclusive responsibility and Tedooo will not be responsible in any way for such Information.**
- 8.3. You shall be fully liable for any advertising and/or data and/or link that You have any part in uploading to or via the Application, including without limitations for act of defamation and/or breach of privacy and/or violation of proprietary rights and/or contractual and/or violation of a judicial decree and/or any other violation, and You expressly exempt Tedooo, including its representatives, employees, managers and shareholders acting on its behalf ("**Representatives**"), from any and all responsibility and/or liability in connection therewith.
- 8.4. You hereby acknowledge that You are aware that the Application is only a platform for the transfer of the Information and therefore Tedooo or its Representatives are not responsible, in any way, for the nature, reliability, correctness, completeness, legality and function of the Information, and that they are not responsible in case that a third party shall rely on the Information.
- 8.5. Tedooo will not examine and/or monitor and/or supervise the Information that You will submit via the Application. You acknowledge that Information that You transfer or receive via the Application might consist of harmful material prohibited by law or material that could potentially harm the recipient. You acknowledge and agree that You shall evaluate the risk in sending Information and You hereby exempt Tedooo, fully and completely, including its Representatives of any responsibility for damage cost or expense accruing from or likely to be caused to any third party in connection with the publication of Information, and/or in connection with damages incurred or which may occur as a result of the publication of Information, as aforementioned.
- 8.6. Tedooo may, at its sole discretion, refuse to allow You to share Information with others via the Application without the need to receive Your consent or provide You with prior notice, in case that Tedooo suspects of violation and/or risk of violation of the provisions of these Terms, the provisions of the applicable law or the rights of third parties and/or as a result of technical reasons, including technological changes, or due to the request of the receiving party. Tedooo may also notify You that there is no need for any such Information and therefore no such Information will be uploaded.
- 8.7. When You upload Information via the Application, You grant the receiving party with which You choose to share the Information, an irrevocable and free of charge, perpetual license to use and save such Information, as well as your contact information, provided that You are the owner of such Information and to the extent that such Information does not belong to a third party and subject to the applicable law. Uploading Information to the Application does not revoke the rights of the owner of the copyrights, to the Information, but it grants the receiving party to which You transferred the Information, a free of charge, non-exclusive license to use and save the said Information under the restrictions of the applicable law.

**8.8. You hereby confirm and undertake that You are aware that the full responsibility of Information You choose to share with third parties and/or Tedooo lies on You, and that any damage, loss or expense caused by any suit, claim or demand by a third party with respect thereto, will be under Your responsibility and on You exclusively.**

8.9. You may not make amendments or copies, distribute, transmit, display, execute, reproduce, publish, license, create derivative works, or sell any material received by You via the Application.

## **9. Uses and Restrictions**

9.1. Unless if it is expressly permitted in these Terms, You hereby consent that You shall not, without prior written consent of Tedooo: (i) use, modify or integrate the Application into other software, or create derivative works from any part of the Application; (ii) sell, license (or sub-license), lease, assign, transfer, pledge or share Your rights according to these Terms to and with any other person; (iii) distribute or copy the Application for the benefit of third parties; (iv) modify, disassemble, reverse-compile, reverse engineer, update or improve the Application or attempt to discover the source code of the Application.

9.2. In the event that You will use the chat option, You shall use proper language and shall not use such option to threat or raise arguments that are not strictly business.

9.3. In case you choose to show your store location, You hereby approve that all users of the Application may be able to see your location.

10. **Maintenance and Support.** Tedooo will have no obligation to provide support, maintenance, upgrades, modifications or new versions of the Application. However, Tedooo may from time to time issue upgraded versions of the Application, and might upgrade electronically and automatically the Application version that You are using on Your Device. You hereby give Your consent to such automatic upgrading, and agree that these Terms apply to all upgrades as stated.

## **11. Disclaimer**

11.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION INCLUDING ANY DATA THAT YOU DOWNLOAD OR OTHERWISE ACQUIRE THROUGH THE USE OF THE APPLICATION IS AT YOUR SOLE RISK AND ACCORDING TO YOUR OWN DISCRETION AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TEDOOO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

11.2. TEDOOO DOES NOT WARRANT AGAINST INTERFERENCE WITH

YOUR ENJOYMENT OF THE APPLICATION THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. TEDOOO ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY COMMUNICATION. TEDOOO IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY HARDWARE OR SOFTWARE, OR TO ANY DAMAGE CAUSED TO USER'S DEVICE RELATED TO OR RESULTING FROM DOWNLOADING OR USING THE APPLICATION.

11.3. UNDER NO CIRCUMSTANCES SHALL TEDOOO BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, RESULTING FROM USE OR INABILITY TO USE OR ANY DELAY IN OR MELFUNCTION IN THE APPLICATION.

11.4. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, TEDOOO HEREBY EXPRESSLY EXCLUDES ALL WARRANTIES OF ANY KIND, INCLUDING, *INTER ALIA*, WARRANTY FOR INTELLECTUAL PROPERTY RIGHTS OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

11.5. TEDOOO IS NOT RESPONSIBLE FOR, AND DOES NOT WARRANT WITH RESPECT TO THE ACCURACY LEVEL, COMPLETENESS, USES OR RELIABILITY OF THE APPLICATION'S PERFORMANCES WHICH WILL BE ACHIEVED THROUGH THE USE OF THE APPLICATION.

**11.6. TEDOOO SHALL HAVE NO LIABILITY FOR ANY USER INFORMATION INCLUDING INFORMATION AND THE NATURE ACCURACY, COMPLETENESS, RELIABILITY, PROPRIETARY RIGHTS, QUALITY, AND CONTENT OF INFORMATION THAT WILL BE UPLOADED OR DELIVERED BY OR TO YOU WITHIN THE FRAMEWORK OF THE USE OF THE APPLICATION TO ANY THIRD PARTY AND ALL LIABILITY FOR SUCH INFORMATION WILL BE BORNE BY THE PARTY THAT HAS SENT AND/OR PUBLISHED SUCH INFORMATION TO YOU EXCLUSIVELY.**

11.7. TEDOOO WILL NOT BE RESPONSIBLE TO THE COMMERCIALTERMS OF ENGAGEMENT BETWEEN THE PARTIES ENGAGING VIA THE APPLICATION, THEIR COMPLIANCE WITH THE COMMERCIAL TERMS THEY AGREED UPON, THE PAYMENTS MADE AND/OR RECEIVED BY THEM, DELIVERY OF THE PRODUCTS PURCHASED/ SOLD, ANY RETURNS, AND THE LIKE, AND ANY AND ALL CLAIM OR SUIT WITH RESPECT THERETO SHALL BE BROUGHT BETWEEN THE SELLER AND THE BUYER.

11.8. TEDOOO MAKES NO WARRANTIES AND HAVE NO RESPONSIBILITY AND/OR LIABILITY WHATSOEVER FOR THE PROFILES IN THE APPLICATION, THEIR ACTUAL IDENTITY AND THE INFORMATION PRESENTED IN THEM, NOR FOR THE PRODUCTS SOLD THROUGH THE APPLICATION, THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR SUITABILITY FOR ANY PURPOSE AND THEIR COMPLIANCE WITH ANY

SPECIFICATIONS, INCLUDING WITHOUT LIMITATION, ANY REGULATIVE DEMANDS, THEIR USES' IMPLICATIONS AND CONSEQUENCES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR THE PRODUCTS YOU SELL OR BUY THROUGH OUR SITE, THEIR COMPLIANCE WITH ANY APPLICABLE TERMS, LAWS AND REGULATIONS AND THE CONSEQUENCES OF THE USE MADE WITH SUCH PRODUCTS.

- 11.9. TEDOOO HAS NO RESPONSIBILITY AND NO LIABILITY OVER THE PRODUCTS SOLD THROUGH OUR APPLICATION, THEIR COMPLIANCE WITH ANY APPLICABLE LAW AND REGULATION AND THE COMPLIANCE OF ANY TRANSACTION MADE THROUGH OUR APPLICATION WITH ANY APPLICABLE LAW AND REGULATION. YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR COMPLYING WITH LAWS AND REGULATIONS APPLICABLE TO YOU CONCERNING THE PRODUCTS YOU PURCHASE OR SELL THROUGH OUR APPLICATION. IT IS YOUR RESPONSIBILITY TO ASSURE THAT ANY SUCH TRANSACTION YOU MAKE IS IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS APPLICABLE TO SUCH TRANSACTION.
- 11.10. TEDOOO MAY INCLUDE COMMERCIAL CONTENTS OF THIRD PARTIES IN THE APPLICATION, INCLUDING ADVERTISING, BANNERS, ADS, POP-UP ADS ETC. YOU HEREBY EXEMPT TEDOOO, INCLUDING ITS REPRESENTATIVES, FROM AND AGAINST ANY RESPONSIBILITY AND/OR LIABILITY RELATED TO SUCH COMMERCIAL CONTENTS.
- 11.11. IT IS HEREBY CLARIFIED TO YOU, THAT THE INFORMATION THAT MAY BE ACCESSED VIA THE APPLICATION MAY BE UPDATED AND/OR AMENDED, FROM TIME TO TIME, AND THAT THE CONTENTS THAT ARE INCLUDED IN THE APPLICATION MAY BE DELETED AND/OR AMENDED WITHOUT PRIOR NOTICE, AND TEDOOO, INCLUDING ITS REPRESENTATIVES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE COST OR EXPENSE, INCURRED IN SUCH CASE.
- 11.12. THE APPLICATION IS NOT INTENDED TO BE USED IN ANY COUNTRY WHERE SUCH USE WOULD VIOLATE LOCAL LAW OR THAT WOULD SUBJECT TEDOOO TO ANY REGULATIONS OF ANOTHER COUNTRY. TEDOOO RESERVES THE RIGHT TO LIMIT ITS SERVICES IN ANY COUNTRY.
- 11.13. ANY REVIEW THAT WILL BE WRITTEN BY YOU REGARDING OTHER PARTY, WILL BE DONE HONESTLY FAIRLY AND BASED ON TRUE FACTS. YOU ARE NOT PERMITTED TO PROVIDE REVIEWS THAT ARE NOT PROFESSIONAL AND FAIR.
- 11.14. TO THE EXTENT YOU CHOOSE TO INSTALL AND USE THE APPLICATION, YOU DO SO AT YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO APPLICABLE LOCAL LAWS. YOU ARE RESPONSIBLE FOR COMPLYING WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.
- 11.15. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF

A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## **12. LIMITATION OF LIABILITY.**

IN CASE THAT IT WILL BE DETERMINED THAT TEDOOO IS LIABLE FOR DAMAGE, COST OR EXPENSE TO ANY THIRD PARTY, TEDOOO'S OBLIGATION SHALL NOT IN ANY WAY EXCEED THE AMOUNT ONE HUNDRED USD (\$100).

IN CASE OF ANY DISPUTE BETWEEN YOU AND OTHER USER, WHETHER YOU ARE A BUYER OR A SELLER, YOU HEREBY RELEASE TEDOOO FROM ANY CLAIMS, DEMANDS, LIABILITIES, COSTS, OR EXPENSES AND DAMAGES (ACTUAL AND CONSEQUENTIAL OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES). IN ENTERING INTO THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) TO THE EXTENT PERMITTED BY APPLICABLE LAW THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

## **13. Termination.**

Tedooo may terminate the License granted to You for using the Application in accordance with these Terms at any time and for any reason. Without derogating from the aforementioned, Your violation of these Terms shall result in the immediate termination of the License provided to You, and You, upon the termination of the License, will cease all further use of the Application.

## **14. Governing Law; Jurisdiction.**

These Terms shall be construed and governed under and by the laws of the State of Israel. The parties agree that exclusive venue for any legal action relating hereto shall be in the courts of Tel Aviv - Jaffa. The parties agree not to contest the venue set forth herein and to submit to, and not contest, the exercise of personal jurisdiction over them by any of the foregoing courts.

## **15. Indemnification**

15.1. You agree to indemnify and hold Tedooo and its Representatives, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Your use of the Application in violation of these Terms or arising from a breach by You of these Terms or any breach in Your representations or warranties' including with respect to the Information that You transferred via the Application.

15.2. You hereby undertake to compensate and/or indemnify Tedooo and/or its Representatives, immediately upon their first request, for any damage, injury, loss, expense, fee, lost profits, lost data, loss of use and damage to goodwill, that they may incur by any claim and/ or demand by a third-party, including any legal fees, due to violation by You of these Terms, concerning Your activities via the Application. Aforementioned indemnification shall not derogate from any remedy that Tedooo is entitled to by any applicable law.

## **16. Third Party Payment Processors**

16.1. The Application enables users to make and receive payments through a third-party payment processor (“**Payment Provider(s)**”) for the purchase and sale of products (“**Transaction(s)**”). The Payment Providers currently integrated with the Application

to facilitate such Transactions between users are PayPal and Stripe Connect.

- 16.2. The processing of Transaction payments shall be governed by the respective Payment Provider's terms of service which are hereby incorporated by reference and bind every user taking part in a Transaction (Stripe - <https://stripe.com/legal/ssa>; PayPal - <https://www.paypal.com/us/legalhub/home>). Please read these terms of service use prior to publishing your products on the Application and accepting or making payments. We are neither a party to nor are responsible in any way for your relationship with any Payment Providers, or for the actions of any of these Payment Providers.
- 16.3. All Transactions are made directly between the seller and the buyer, Tedoo is not involved in such Transactions and assumes no responsibility in connection therewith. You acknowledge that Tedoo is merely a platform connecting buyers and sellers and that it is their sole responsibility to manage refunds and chargebacks relating to the Transactions taking place on the Application.
- 16.4. While We do not charge any fees for the Transaction, the Payment Provider will charge a payment processing fee. We recommend that You verify the existence of any additional fees You may be charged by third parties in connection with the Transaction such as conversion/currency exchange fees and international transaction fees. Customs duties and import taxes may also apply to buyers, depending on their respective countries. Tedoo is not responsible for any such additional fees or costs.
- 16.5. You are solely and fully responsible for determining and fulfilling Your obligations under applicable laws and regulations associated with payments made or received through the Application, including the invoicing of buyers as required by law, reporting all income from the Transactions to the appropriate authorities, collecting, withholding and remitting the correct amounts for any applicable taxes, duties, fees, surcharges and additional charges that arise from or as a result of any purchase or sale of products on the Application.

## 17. **Third Party Software**

- 17.1. The Application may include software that has been supplied by third parties.

Such software is provided "as is" without warranty of any kind, and said software will be subject to the limitations and conditions which are required by said third party.

17.2. You hereby acknowledge and agree that these Terms are entered into solely between You and Tedooo, and not with Apple and / or Google, and that Apple and / or Google shall have no liability in connection with the Application. Your use of the Application will be in accordance with the terms of use of Apple or and/or Google and subject to them in addition to these Terms.

## 18. **Miscellaneous**

18.1. If it is determined that any provision included in these Terms cannot be enforced, then such provision will be removed or redrafted but only to the extent necessary to make it enforceable and other terms will remain valid.

18.2. A printed version of these Terms and any message delivered in electronic form shall constitute admissible evidence in legal or administrative proceedings based or associated with them, equally and under the same terms that apply to other records and business documents originally generated and saved in a printed format.

18.3. Any claim suit or demand by You against Tedooo with respect to these Terms and/or the Application will be raised no later than 6 months from the date of the cause for the claim.

18.4. No waiver of any term, provision or condition of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

18.5. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. You hereby consent to notice by e-mail. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

18.6. If the performance of any part of these Terms by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

18.7. These Terms supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Application.

18.8. In the event of any conflict between the terms and conditions of these Terms and the terms and conditions of any license agreements appearing with or in the software products comprising the Application, these Terms shall prevail.

18.9. These Terms may not be assigned by You without the prior written consent of

Tedooo. Tedooo may assign this Agreement without Your consent.

18.10. For information or questions you are welcome to contact Tedooo via e-mail  
\_\_\_\_\_.

These Terms were last updated on \_\_\_\_\_.