

# FEEDBACK NETWORKS LTD

## Terms of Use

### 1. Acceptance of Terms

These Terms of Use ("**Terms**") which you are reading are a legally binding agreement by and between Feedback Networks Ltd. including any subsidiary or affiliated company ("**Feedback**" or "**we**" or "**us**") and you, together with other users of Feedback website and application (the "**Services**" and the "**Application**").

By clicking "Next", you agree to our Terms and acknowledge that you have read, understood, accept and agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Services. Feedback reserves the right, in its sole discretion, to make future revisions or amendments of the Terms, if we determine that the amendments are material we may notify you via the e-mail associated with your account, or, if your email address will not be available to us, such Terms will be available on our website and this will be the only way you will be able to access them. By continuing to access or use our Services, as described below, you agree to be bound by the revised Terms. If you do not agree to the Terms, your only remedy is to discontinue your use of the Services and to cancel any Account(s) (as defined below) you have created for the use of the Services.

If you violate the Terms, Feedback reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all Accounts you have created for using the Services. You agree that Feedback needs not provide you notice before terminating or suspending your Account(s), but it may provide such notice in its sole discretion.

You agree that Feedback may change any part of the Services, including its content, at any time or discontinue the Services or any part thereof, for any reason, without notice to you and without liability.

You declare that by acceptance of these Terms and/or by using the Services you are of legal age to form a binding contract with Feedback.

### 2. Description of the Services.

Feedback owns and operates CareerMe.

CareerMe is a career choice web-based application and website, which enables its users to discover their personal tendencies, skills and domains of interests and consequently, receive career recommendations and make career choices ("**Analysis**"). As part of such Analysis the Services enable users to request and receive

from other people personal feedback. You can find out more about us at: [www.careerme.co](http://www.careerme.co).

In its function as such, the Services provide the technical resources and enable its users to answer questions and receive the Analysis via the Services, while maintaining availability of the Services. In these circumstances, you understand and agree that any review, communication or other sort of massaging delivered by the Services to you is on the sole discretion and responsibility of yourself.

### **3. Audience and Accounts.**

You must be at least 13 years of age to use the Platform or submit any information to Feedback. If you are between 13 and 18 years of age, you may only use the Platform under the supervision of a parent or legal guardian, who agrees to be bound by these Terms.

### **4. Access to Services.**

It is your responsibility to ensure your computer or mobile device meets all the necessary technical specifications to enable you to access and use the Services. Feedback does not provide you with the equipment to access and/or use of the Services. You are responsible for all fees charged by third parties related to your access and use of the Services (e.g., charges by Internet service providers or air time charges).

### **5. Account Information.**

During the process of creating an account in order to access the Services ("**Account**"), you may be required to select a password or to allow us to access your Account information from a social network service (the "**Login Information**"). The following rules govern the security of your Account and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any Account information, including user names, passwords or security questions, whether or not created for the purpose of using the Services, that are used to access the Services:

- 5.1 You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account. Feedback will not ask you to reveal your password and will not initiate contact with you asking for answers to your password security questions;
- 5.2 In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Account, you must immediately notify Feedback and modify your Login Information;

- 5.3 You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information;
- 5.4 You are responsible for anything that happens through your Account, whether or not such actions were taken by you. You therefore acknowledge that your Account may be terminated if someone else uses it to engage in any activity that violates these Terms or is otherwise improper or illegal;
- 5.5 You undertake to monitor your Account and restrict use by any individual barred from accepting these Terms, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the Services by any of the above mentioned;
- 5.6 Feedback reserves the right to remove or reclaim any usernames/nicknames at any time and for any reason, including but not limited to claims by a third party that a username/nickname violates such third party's rights.

## **6. Acceptable Use of the Services.**

You warrant and acknowledge that you have full right and authority to use the Services and be bound by these Terms. You agree to comply with these Terms and that your use of the Services will not violate any law, contract, intellectual property or other third-party right or constitute a tort, and that you are solely responsible for your conduct while using the Services at your own risk.

You warrant that you will not compromise or attempt to deceive Feedback or other users and that you will not act in bad faith in your use of the Services. If Feedback determines that you have acted in bad faith and / or in breach of these conditions, or if Feedback determines that your actions are not in accordance with reasonable standards, we may, at our sole discretion, terminate your Account and prohibit you from using the Services. In addition to the foregoing, as an example and not as a limitation, you further agree not to:

- Create an Account or access the Services if you are blocked from receiving the Services pursuant to these Terms or any applicable law;
- Upload, post, transmit or otherwise distribute any material that is vulgar, obscene, obscene, pornographic, sexual, or otherwise, in the opinion of a reasonable, abusive or otherwise objectionable person;
- Slander, ridicule, defame, stalk, intimidate, threaten, harass, or hurt anyone on the basis of race, ethnicity or otherwise;
- Copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer (unless expressly authorized by or under applicable statutory law), modify or modify any part of the Services;
- Upload or transmit (or attempt to upload or transmit) files containing viruses, trojans, worms, time bombs, cancelbots, corrupted files or data, or any other similar program that may interfere with the operation of the Services Or computers or mobile devices of other users of the Services;

- Violate any contractual, personal, intellectual or other rights of any party, including by using, uploading, transmitting, distributing or otherwise publishing any information or material made available through the Services in any manner that infringes copyright, trademarks, patents, secrets Commercial or any other right of any party (including rights of privacy or publicity);
- Create a false identity, multiple identities, multiple user accounts, create an account on behalf of someone other than yourself, use bots or other automated programming programs to defraud or otherwise violate these terms and / or third party application terms;
- Try to obtain passwords or other personal information from other authors, including personally identifiable information (whether text, image, or video), identification documents, or financial information;
- Improper use of support channels or complaint buttons to prepare and send false reports to Feedback;
- Prepare and / or make representations regarding and / or in connection with Feedback that Feedback has not approved in advance and in writing. You must obtain prior written permission from Feedback for the content of any marketing ad and for any use of the trade name and / or trademarks and / or samples of Feedback in connection with the Services;
- Rent, lease, sell, trade, give, give or otherwise transfer your account to anyone without the prior written consent of Feedback;
- Enter into or use an account that has been leased, leased, sold, traded, given as a gift, awarded in succession or transferred in another produced account without the prior written consent of Feedback;
- Engage in any fraudulent act with respect to payment methods or tracking mechanisms of advertisers;
- Violate any applicable law or regulation or encourage or promote any illegal activity including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, hacking or distributing counterfeit software or fraudulent or hacking services; And / or
- Try to intervene, hack or decrypt messages from and to the servers for the services.

## **7. Interaction With Other Users.**

Feedback provides a platform for users to communicate and interact with one another. You are solely responsible for your interactions with others and Feedback has no responsibility or liability with respect to any online or offline interactions. We reserve the right, but have no obligation, to monitor interactions between you and other users using our Services. Please use your best judgment and keep safety in mind when you use the Services and interact with others.

By using the Services you agree and acknowledge that you will receive real candid feedback from people who know you. Although we are encouraging people to provide constructive feedback, we cannot guarantee that the content will not be offensive to you. By proceeding, using the Services, and exposing yourself to the content, you accept full and sole responsibility for any consequence.

## **8. Account Termination**

Feedback may refuse or suspend your access to the Services, for any length of time, or may terminate your Account without notice for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of your Account, or illegal or improper use of the Services, User Content (as defined below), or Feedback's intellectual property as determined by Feedback in its sole discretion. You may lose your username/nickname, as a result of Account termination, without responsibility on the part of Feedback for any damage that may result from the foregoing.

You acknowledge that Feedback is not required to provide you with notice before suspending or terminating your Account or selectively removing, revoking or garnisheeing benefits associated with your Account. In the event that Feedback terminates your Account, you may not use any part of the Services again without Feedback's express permission. If you believe that any action has been taken against your Account by error, please contact us at: [info@careerme.co](mailto:info@careerme.co).

## **9. User Content**

You agree that you are publishing such content willingly and you represent that you own such content or, if third party authorization is needed, that you have received the necessary authorizations from such third parties, that you have all rights to publish said content and that publishing of the content by you complies with all applicable laws.

Feedback does not claim ownership of any data, text, graphics, photographs, or any other content, including such Content's selection and arrangement, uploaded to the Services by any user ("**User Content**"). Feedback may retain all raw materials that you provide and / or promote to the Services and make internal or external use of all such materials, including for the purpose of testing, publishing or for commercial purposes as it sees fit. You may request Feedback to delete and make no further use of such materials. You may request that Feedback delete and make no further use of such material by contacting us at: [info@careerme.co](mailto:info@careerme.co).

Feedback may or may not regulate User Content and provides no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted via the Services. By using the Services you acknowledge and accept that you may be exposed to material you find offensive, disturbing, harassing or objectionable. You agree that Feedback will not under any circumstances be responsible or liable for any

User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.

Feedback reserves the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Services with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, Feedback shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.

Further to the above, You may only post User Content that (a) is non-confidential; (b) you have all necessary rights to post to the Services; (c) is accurate and not misleading or (d) does not and will not violate these Terms or any applicable law, rule or regulation.

## **10. Payments**

**You agree to all of the terms and condition included in Appendix A.**

## **11. Right to use the Services**

Subject to your agreement and compliance with these Terms, Feedback grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited scope right to use the Services. Use of the Services shall be solely for your own, private purposes as set forth herein and for no other purpose whatsoever. You hereby acknowledge that your right to use the Services is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your right to use the Services shall immediately terminate, and you shall immediately refrain from using the Services. If the Services or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any right to use the Services, and must refrain from using the Services.

## **12. Intellectual Property Ownership**

Feedback and/or its affiliates retains all intellectual property rights in the Services (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement, collectively, the "**Services Materials**"). The entire contents of the Services are protected by applicable copyrights, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display,

transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Services pursuant to these Terms or otherwise exploit any of the Service Materials without Feedback's explicit, prior written permission. The foregoing shall not apply to your own User Content that you post through the Platform in accordance with these Terms. All other uses of copyrights or trade mark materials, including any derivative use, require explicit, prior written permission from Feedback. Any reproduction or redistribution of Services Materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your Account and will be subject to civil and criminal penalties.

Feedback and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Service Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Services or by accessing any of the Services Materials, or rights to any derivative works thereof.

You are not required to provide Feedback with any feedback or suggestions regarding the Platform or any Services Materials. However, should you provide Feedback with comments or suggestions for the modification, correction, improvement or enhancement of the Services and/or any Services Materials, then, subject to the terms and conditions of these Terms, you hereby grant Feedback a non-exclusive, irrevocable, worldwide, royalty-free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner Feedback chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of Feedback's and its sublicensee's products and content embodying such comments or suggestions in any manner and via any media Feedback chooses, but without reference to the source of such comments or suggestions.

### **13. Exempt clause; Limitation of liability; Indemnity**

You agree that your use of the Services is at your own risk. Services are provided on an "As Is" and "AS AVAILABLE" basis. You are solely responsible for any action or omission that may be performed or performed by relying on the Services. TO THE EXTENT PERMITTED BY LAW, Feedback, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DO NOT HAVE ANY IMPLIED WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH YOUR SERVICES AND USE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, PUNCTUALITY, PERFECTION AND TIMING.

Feedback assumes no liability for any:

- Error, inaccuracy and/or incompatibility of any content;
- Direct, indirect, special, incidental, punitive or consequential damages, including, without limitation, personal injury, property damage and / or

financial damages of any kind arising from the use or inability to use the Services;

- Unauthorized access to or use of third party materials, secure servers and / or any personal information and / or financial information stored therein;
- Interruption or interruption of transfer to or from the Services;
- Bug, virus, trojan horse, etc., to be transmitted to or through the Services by any third party;
- Results obtained as a result of using the Services, especially with regard to users' career decisions;
- The quality of any information or other material obtained by you through the Services;
- Material published, displayed and / or offered through the Services, its completeness, accuracy and / or reliability; or
- Error in any content or for loss or damage of any kind arising out of the use of any content uploaded, sent by email, transferred or otherwise made available through the Services.

Without derogating from the foregoing, Feedback, its owners, directors, officers, agents, contractors, partners, consultants and / or employees shall in no event be liable to you or any third party for any special, direct, indirect, incidental, or consequential damages, including any loss of profits or loss of data, arising out of your use of the Services or other materials which you have accessed or downloaded from the Services, whether based on warranties, contracts, tort or any other legal theory. The foregoing limitation of liability shall apply to the full extent permitted by law in the relevant jurisdiction. You expressly acknowledge that Feedback will not be liable for any user's representation and / or official, incidental, and / or illegal action by any third party and that the risk of any immediate or consequential damages and / or related to the above is applicable to you. Without derogating from the foregoing, in all cases, the maximum liability of Feedback in all cases and for all the causes will be limited to US \$ 1.00 (one dollar).

In the event that you are dissatisfied with or disallow these Terms and / or Services, your sole and exclusive remedy is to terminate your use of the Services, even if such right or remedy is considered to be contrary to its primary purpose. You acknowledge that Feedback has no obligation, liability or other responsibility to you or to any other party.

You agree to indemnify and hold Feedback and any of its directors, officers, agents, contractors, partners and employees from any liability for any loss, liability, claim, demand, damage, compensation, costs and expenses, including reasonable attorneys' fees Related to any of the following:

- Your use and access to the Services;



- Your violation of any of these conditions;
- Your breach of any third party rights, including without limitation, copyright, intellectual property rights or privacy rights;
- Any claim that a user submitted by you caused damage to a third party; or
- Any user content you have uploaded or shared in or through the Services.
- Some laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above circumstances, exclusions or limitations do not apply to you and you may have additional rights.

#### **14. Third Party Materials; search engines**

You may access, review, display or use the services, resources, content, information or links of third parties to other sites or resources ("**Third Party Materials**") through the Services. The Third Party Materials are not under the control of Feedback and you acknowledge that you assume exclusive responsibility and assume all risks arising from the introduction, use or reliance on such Third Party Materials, feedback shall not bear any liability incurred by you as a result of the introduction, use or reliance on Third Party Materials through the Services. You acknowledge and agree that Feedback: (i) is not responsible for the availability, accuracy, completeness, quality and / or legality of such third party materials and / or the products and / or services available in such Third Party Materials; (ii) is not liable to you or to any third party for any damage, damage or loss resulting from your entry or use of the materials of such third parties; And (iii) makes no warranty to remove access to Third Party Materials through the Services. Your ability to enter into a link to Third Party Materials or third party services does not imply any sponsorship by Feedback of Third Party Materials or services of any third parties.

These Terms do not authorize you to use Third Party Materials and you are prohibited from using them except for the extent expressly permitted by the owner of such Third Party Materials, and such owner has the right to sue you for any unauthorized use of their Third Party Materials.

Without derogating from the rights and remedies of Feedback under these Terms and / or any applicable law, Feedback will be entitled, in its sole discretion, to immediately terminate the Services or any part thereof, including termination of your Account, in any case of violation or alleged violation, of any third party right in connection with Third Party Materials.

You may not use Third Party Materials for which you have not obtained appropriate approval. Feedback is unable to grant permission to use the content of third parties.

## **15. Privacy and Information Sharing**

We care about our users' privacy and make it a high priority to ensure the security and confidentiality of the personal information you provide to us when you visit or use our Services. Except as mentioned in Appendix A, we do not rent or sell any information about you to others, or trade any such information.

## **16. Notices**

Notices to you may be made via the website, text messages, push notifications inside the Application, and/or e-mail. Feedback may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the website. You agree that all agreements, notices, disclosures and any other communications that Feedback provide as aforementioned satisfy any legal requirement that such communications be in writing.

## **17. General**

By using the Services, **you agree that the laws of the State of Israel, regardless to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and Feedback.** Any claim or dispute between you and Feedback that arises in whole or in part from your use of the Services shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv, Israel, and you hereby consent to, and waive all defences of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of Tel Aviv, Israel. Subject to section 1 above, Feedback reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms for any changes. Your use of the Services following any amendment of these Terms will signify your assent to and acceptance of its revised Terms. **YOU AND FEEDBACK AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

Any non-enforcement by Feedback of any provision under these Terms shall not constitute a waiver of any further enforcement of any rights, covenant or of any other provision. If, for any reason, a competent court determines that any provision under these Terms is invalid or unenforceable, this provision shall be enforced to the extent possible and the remaining provisions of these Terms shall remain in force.

These Terms constitute the sole and exclusive understanding between you and us of their contents and supersede all prior, current or current price, agreement,

correspondence or understandings, whether written or oral, relating to their contents. Any waiver, modification or amendment to any provision of these Terms shall be valid only if made in writing and signed by the duly authorized representatives of each party. Please also refer to our Privacy Policy to review the terms and conditions governing how we manage, collect, store, and use the information you provide us in connection with our Services.

For any questions about these Terms or any other issue regarding Feedback or the Platform please contact us at: [info@careerme.co](mailto:info@careerme.co)

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All rights reserved, Feedback Networks Ltd.

## Appendix A

### ONLINE PAYMENT TERMS

1. **Terms:** The Online Payment Terms (the “**Payment Terms**”) shall govern any payments made by you to Feedback pursuant to your use of the Services, as described in the Terms, into which this Payment Terms are incorporated as an integral part.
  
2. **Payment:**
  - 2.1. Payments using the Services may be made only using Visa, Diners Club, MasterCard and Pay Pal.
  - 2.2. Payment is safely processed from your credit card through a third-party payment processor and then paid to Feedback.
  - 2.3. Upon completing a transaction using the Services, you will be presented with a confirmation screen verifying the transaction details you wish to process. It is your responsibility to verify that all transaction information and other details are correct.
  - 2.4. You will receive a confirmation email once the payment has been received by our third party service provider.
  - 2.5. Following each payment, Feedback shall send you an electronic invoice via email, detailing the amount to be charged to your credit card for the immediately preceding payment. Your credit card shall be charged promptly with the issuance of such invoice. All payments are final and non-refundable.
  - 2.6. Once a payment has been made it cannot be cancelled. We do not accept any responsibility for refusal or reversal of payments, which shall be a matter between you and your credit card issuer. It is hereby clarified that the right of cancellation as stated in the Israeli Consumer Protection Regulation (Cancellation of a Transaction), 5771-2010 will not apply to transactions executed with Feedback.
  
3. **Warranties and Disclaimers:**
  - 3.1. You are aged 18 years or over.
  - 3.2. You have the appropriate authority to validly accept the Payment Terms.
  - 3.3. The credit card used in connection with the Services is issued in your name or you are authorized to use the credit card.
  - 3.4. You will pay the credit card issuer all charges incurred in the use of the Service.
  - 3.5. The information supplied by you is true and correct.
  - 3.6. To the extent permitted by law, we do not accept liability for any damage, loss, costs (including legal costs), expenses, indirect losses or consequential damage of any kind which may be suffered or incurred by you from the use of the Services. If, for any reason, we are found to be liable to you for any damage or loss which arises as a result of your use of the Services, our liability will not in

any event exceed the dollar amount of the transaction which formed the basis of the damage or \$US 100, whichever is the lesser.

- 3.7. Feedback is not responsible for any taxes, levies, charges or expenses of any kind you may incur as a result of any payment made by you to Feedback, pursuant to your use of the Services.
- 3.8. In the event of credit card fraud or unauthorized use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible.

#### **4. Privacy:**

- 4.1. Please note that Feedback does not collect or store your credit card information. Payment is safely processed from your credit card through a third party payment processor and then paid to Feedback.
- 4.2. By using Feedback's online credit card facilities you accept and consent to your personal data being provided to the third party payment processor for sole purpose of offering and administering the online payment. We respect the privacy of every individual who visits our site or uses our Services. The Feedback websites have security measures in place to protect the loss, misuse and alteration of the information under our control. Feedback's Payment Terms are subject to change at any time. Each transaction shall be subject to the specific terms that were in place at the time of the transaction. If you have any questions or concerns, please contact support by email at [sales@careerme.co](mailto:sales@careerme.co) or telephone at +972 54 676 3800.

**Important security note:** Never transmit credit card information by e-mail.