

**MYPWR LTD.**

**TERMS OF USE**

*Last Updated: 7 August 2023*

BY ACCESSING OR USING THE PLATFORM (AS DEFINED BELOW), AND/OR LOGGING INTO YOUR ACCOUNT (AS DEFINED BELOW), YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME (THE “**AGREEMENT**”), WITH MYPWR LTD. (“**MYPWR**”), AND AGREE TO BE BOUND BY SUCH TERMS. THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND MYPWR, REGARDING THE USE OF THE PLATFORM, AND ANY OF ITS UPGRADES AND UPDATES.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY IN THEIR ENTIRETY BEFORE USING THE PLATFORM. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY EXIT THE PLATFORM AND CEASE ANY USE THEREOF.

**1. THE LICENSE**

- 1.1. MyPwr hereby grants you a personal, non-transferable, non-assignable, non-sublicensable, revocable, non-exclusive, limited license to access and use the Platform, for internal and personal use only, including any revisions, derivatives, enhancements, updates or upgrades thereto (collectively, the “**License**”), and any other documentation or user guide related to the Platform, in executable form only, and only in accordance with the terms of this Agreement. Except for the License granted hereunder, you have no other rights in and to the Platform, or any materials included therein, and you may only use the same in accordance with this Agreement. MyPwr will have the right (but not an obligation) to review and monitor all use of the Platform to ensure compliance with the terms of the License and this Agreement.

**2. REGISTRATION**

- 2.1. You may only use and access the Platform through the account credentials provided to you by or on behalf of MyPwr (the “**Account**”).
- 2.2. When you register to the Platform in order to open an account, you may be required to complete certain details about you, as further described in the Privacy Policy (as defined below). The information that you provide during the registration process must be accurate, up-to-date and complete. As part of the creation of the Account, you will be asked to choose a password and user name, which, together with your email address associated with the Account (the “**Access Information**”), will constitute your identification information for the purpose of logging into your Account.
- 2.3. In the event you are accessing and using the Platform in connection with your relationship with a third-party institution or organization (the “**Institution**”), as part of the registration you will be required to provide information with respect to the Institution. Such information shall be deemed as Access Information.
- 2.4. You undertake to maintain the confidentiality of your Account information and Access Information, and you may not allow any other third party to use or access your Account and agree to use reasonable efforts to prevent unauthorized access to the Platform and

any device that you use to access the Platform. MyPwr will not be held liable for any loss that may occur as a result of any unauthorized access to the Account.

- 2.5. You will contact MyPwr promptly if (i) you discover that any Account information or Access Information is lost, stolen, or disclosed to an unauthorized person; (ii) you reasonably believe that the Account has been compromised, including any unauthorized access, use, or disclosure of Account information or Access Information; or (iii) you discover any other breach of security in relation to the Account information or Access Information, or the Platform, that may have occurred or is reasonably likely to occur.
- 2.6. It is your responsibility to keep the email address associated with your Account up to date, so that MyPwr can communicate with you electronically. You understand and agree that you forfeit the right to plead ignorance if you do not receive an electronic communication sent by MyPwr, because your Account's email address is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic communications.
- 2.7. You shall remain solely responsible for any activity on your Account and any activity that occurs as part of your access to the Platform.
- 2.8. It is your responsibility to obtain and maintain at your expense all necessary equipment, computer and/or smartphone hardware, modems, connections to the internet and other items required to access the Platform, and to make sure that such equipment is compatible with the Platform.

### 3. ELIGIBILITY

You are entitled to use the Platform, only if you comply with all of the following:

- 3.1. You have the right, authority and capacity to enter into this Agreement and to abide by all the terms and conditions of this Agreement;
- 3.2. You are at least 18 years old; and if you are under 18 years old, you may not use the Platform at any time or in any manner;
- 3.3. MyPwr have not closed or disabled any Account under your name in the past for any reason; and
- 3.4. That you are (i) not located in a country that is subject to any sanctions or embargos by the State of Israel, the United States or the European Union, or that has been designated by the State of Israel, the United States or the European Union as a "terrorist supporting" country; and (ii) not listed on any list of prohibited or restricted parties published by the State of Israel, the United States or the European Union.

### 4. USER CONTENT

- 4.1. Certain features of the Platform may permit you to upload or submit feedback, content, including information, data, text, images, video recordings, audio recordings, messages, or other materials (collectively, the "**User Content**").
- 4.2. You hereby undertake that you have the right to provide such User Content, and that you are solely responsible for all of the User Content. MyPwr is under no obligation to edit, control or monitor the User Content, and will not be in any way responsible or liable for User Content.

- 4.3. You hereby undertake that:
- 4.3.1. the User Content does not violate or infringe any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising, whether foreign or domestic), or any third party's Intellectual Property Rights (as defined below);
  - 4.3.2. You were not and will not be compensated or granted any consideration by any third party for submitting the User Content;
  - 4.3.3. the User Content does not incorporate materials from a third-party website, addresses, email addresses, contact information, or phone numbers (other than your own or otherwise have the right to provide);
  - 4.3.4. the User Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files, nor does it contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; and
  - 4.3.5. the User Content will not be malicious, harassing or pornographic nor will it promote racism, bigotry, hatred or physical harm of any kind against any group or individual.
- 4.4. You further acknowledge and accept that:
- 4.4.1. MyPwr may, but is not obligated to, pre-screen User Content or monitor the Platform where User Content may be submitted. MyPwr may remove at any time or refuse any User Content for any reason;
  - 4.4.2. MyPwr does not warrant that any User Content, or any results of processing the User Content, will never be accessible by others; and
  - 4.4.3. MyPwr may disclose your activity on the Platform or any results of processing the User Content, to the Institution, from time to time without limitations, at its sole discretion. In addition, MyPwr may disclose any User Content or activity to any other third party if MyPwr believes that disclosure is reasonably necessary to comply with any law, regulation, legal process or government request. MyPwr is not obligated to inform you of any of such disclosures.
- 4.5. MyPwr shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and related systems and technologies ("**Usage Data**"). The Platform may be implemented using machine learning and artificial intelligence systems with features and implementations designed to generate statistics, calibrate data models, and improve algorithms in the course of processing User Content and Usage Data ("**AI Process**"). MyPwr has the right to use such AI Process for testing, tuning, optimizing, validating, or otherwise enhancing the analytics, models, or algorithms underlying the Platform. You will not have any rights in or to any part of the Platform or the AI Process generated by MyPwr or the AI Process generated in the course of providing the Platform.

## 5. **TITLE AND OWNERSHIP**

- 5.1. the Platform and any content of MyPwr that is embodied in the Platform, and all Intellectual Property Rights therein and any Feedback (as defined below), and any improvements, derivatives, modifications and discoveries thereof and goodwill associated therewith, now existing or subsisting or hereafter developed (including,

without limitation, the trademark and tradename 'MyPwr' and 'MyPwr App', the Platform's source code, user guides, and any other documentation) ("**MyPwr IP Rights**"), are and shall be owned solely by MyPwr or its licensors. Except for the License, and as expressly provided herein and subject thereto, no other rights or licenses, expressed or implied, are granted to you by MyPwr with respect to the Platform and any other of the MyPwr IP Rights.

"**Intellectual Property Rights**" means any and all worldwide intellectual property rights, whether registered or not, including, but not limited to: (a) patents, patent applications and patent rights, know how, inventions, research and development activities and discoveries; (b) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information, including but not limited to confidential and proprietary information concerning the business and financial activities of MyPwr, and any information concerning its service providers, employees, customers, suppliers, and partners; (d) trademarks, trade names, service marks, logos, trade dress, goodwill and domains; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

- 5.2. Any feedback provided by you to MyPwr regarding the Platform or its use, or any suggested improvements, enhancements or derivatives thereto ("**Feedback**") is welcome by MyPwr. You are not required to provide Feedback, however, to the extent that you shall do so, such Feedback shall be solely owned MyPwr, and shall not, under any circumstance constitute your confidential information. You hereby acknowledge that MyPwr may use such Feedback in any manner it sees fit with no restrictions, without payment of royalty or any other consideration.

## **6. PROHIBITED USES**

- 6.1. You undertake to use the Platform in a respectful manner. Without limiting the generality of the foregoing, you undertake not to (a) edit, alter, modify, merge, adapt, or otherwise change the Platform or any part thereof, nor permit the whole or any part of the Platform to be combined with or become incorporated in any other Platform; (b) sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under the License with/to anyone else, or otherwise allow any third party to use the Platform on behalf of or for the benefit of any third party; (c) copy, modify, disassemble, decompile, reverse engineer, revise or enhance the MyPwr IP Rights, or create derivative works based on the MyPwr IP Rights, or otherwise translate or attempt to discover the Platform's source code; (d) bypass, circumvent, damage or otherwise interfere with the Platform, including any security or other features of the Platform, or otherwise access or use the Platform in a manner inconsistent with normal usage; (e) use the Platform in any way which breaches any applicable local, national or international law; (f) gain unauthorized access to the Platform, including using one end user's License on more than one end user, to other users' names or personally identifiable information, or to other computers or websites connected or linked to the Platform; (g) create an account with the Platform through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper; (h) contest MyPwr's right to the MyPwr IP Rights; (i) post, transmit or otherwise make available any virus, worm, spyware or any other

computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, Platform or telecommunications equipment, or any other aspect of the Platform or communications equipment and computers connected to the Platform; or (j) use the Platform for any purpose that MyPwr considers a breaches of this Agreement, in its sole discretion.

- 6.2. Without prejudice to any other right of MyPwr, in the event MyPwr is concerned that your use of the Platform does not comply with the License, the terms of this Agreement or any applicable law, MyPwr shall have the right to (i) prevent your access to the Platform, or terminate the License immediately; (ii) report your behaviour patterns on the Platform to third parties, and (iii) take any other action that MyPwr may deem appropriate to protect its property and rights, as well as the rights of third parties.

## 7. LINKS TO THIRD-PARTY SITES

- 7.1. The Platform may occasionally contain links, content, advertisements, promotions, logos and other materials (the “**Third Party Materials**”) to third-party platforms, websites or software (“**Third-Party Sites**”). If you use these Third Party Materials, you will leave the Platform. MyPwr does not verify, make any representations, or take responsibility for these Third-Party Sites, including the truthfulness, accuracy, quality, or completeness of the content, services, links displayed, or other activities conducted on or through the Third-Party Sites. MyPwr does not endorse or make any representations about Third-Party Sites or any information, material, or results that may be obtained through the use of Third-Party Sites, and hereby caution you to ensure that you understand the risks involved in using such Third-Party Sites. If you decide to access any of the Third-Party Sites, you do this entirely at your own risk, and you must follow the privacy policies and the terms and conditions for such Third-Party Sites. MyPwr provides these Third Party Materials to you as a convenience only, and under no circumstances you will hold MyPwr liable, directly or indirectly, for any loss or damage caused by use of or reliance on any content, goods or services available on any Third-Party Site.

## 8. PRIVACY

- 8.1. MyPwr’s privacy policy, available at <https://mypwr.co.il/privacy-policy/>, sets forth the information MyPwr collects and receives, the manner in which it is used by MyPwr, and the parties’ respective rights with respect to such information (the “**Privacy Policy**”). By agreeing to the terms of this Agreement, you hereby confirm that you also accept and agree to the Privacy Policy.
- 8.2. You acknowledge and agree that except as described in this Agreement, any content, data, and information you will enter into or upload to the Platform (including the User Content) or that MyPwr collects in connection with your use of the Platform (collectively, “**Data**”) will be processed as described in the Privacy Policy. As of between MyPwr and you, any Data that you shall enter or upload into the Platform is and will remain owned by you. You hereby grant MyPwr the right to collect, process, transmit, store, use, and disclose the Data to provide the Platform and as otherwise set forth in this Agreement and the Privacy Policy.
- 8.3. You acknowledge and agree that MyPwr may collect, create, process, transmit, store, use, and disclose aggregated and/or de-identified data derived from the Data or your use of the Platform (“**Aggregated Data**”) for MyPwr’s business purposes, including for AI Process and training, industry analysis, benchmarking, analytics, and improving

MyPwr's AI models, algorithms, and systems to enhance the overall user experience and service offerings. All Aggregated Data will be in an aggregated and/or de-identified form only and will not identify you. Nothing in this Agreement gives you any rights in or to any part of the Platform, and the services provided thereunder, or the Aggregated Data.

- 8.4. You are solely responsible (a) for Data as entered into, supplied, accessed, or used by you, and (b) for complying with any privacy and data protection laws and regulations applicable to Data or your use of the Platform.

## **9. INDEMNIFICATION**

- 9.1. You agree to indemnify and hold MyPwr and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party, regarding or in connection with your use of the Platform, the User Content, or any breach of your responsibilities or obligations, representations or warranties under this Agreement.

## **10. WARRANTY DISCLAIMER**

- 10.1. MyPwr warrants that the Platform will perform in substantial compliance with this Agreement, provided that it is used on the computer and/or smartphone hardware (as applicable) and with the operating system for which it was designed (the "**Warranty**"). MyPwr's commitments do not include downtime to extent resulting from previously scheduled maintenance and events beyond MyPwr's reasonable control, including, but not limited to, any down time caused by (a) outages to any public internet backbones, networks or servers; (b) any failures of your system, equipment, etc.; or (c) acts of God. The following are excluded from the Warranty: (i) insignificant defects, such as errors that can be easily corrected and will not show up as a performance defect; (ii) defects discovered in Platform that has been modified, altered, or enhanced without MyPwr's prior consent; and (iii) other damage caused by abuse, misuse, neglect, adjustment, improper storage, or unauthorized repair or installation, or by the misuse of the Platform.
- 10.2. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, THE PLATFORM IS PROVIDED "AS-IS", "AS-AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND MYPWR MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MYPWR IS NOT RESPONSIBLE FOR THE AVAILABILITY, ACCURACY, APPLICABILITY OR LEGALITY OF ANY INFORMATION, DATA OR DOMAIN. FURTHER, MYPWR DOES NOT REPRESENT OR WARRANT THAT: (I) THE PLATFORM SHALL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) THE PLATFORM SHALL NOT CONTAIN ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY; (III) THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR THAT IT WILL BE ABLE TO BE USED AT ANY TIME; (IV) THE PLATFORM WILL MEET YOUR REQUIREMENTS. MYPWR SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO THE PLATFORM AND WILL NOT BE LIABLE FOR ANY DAMAGES OR

LOSS INCURRED TO YOU OR TO THE INSTITUTION, OR ANY OTHER THIRD PARTY AS A RESULT OR IN CONNECTION WITH YOUR USE OF THE PLATFORM OR IN CONNECTION WITH USE OF OR RELIANCE ON THE PLATFORM OR ANY INFORMATION DERIVED THROUGH THE PLATFORM. THE USE OF THE PLATFORM IS AT YOUR SOLE RISK AND YOU SHALL BEAR SOLE RESPONSIBILITY FOR SUCH USE. IN ADDITION, MYPWR SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS TO YOUR SYSTEMS OR FOR THE USE OF THE PLATFORM BY YOU.

- 10.3. Without derogation from anything herein, the information and other content available on the Platform for your view and use (the “**Platform Content**”), is intended for informational purposes and internal use only. MyPwr is not soliciting any action based on the Platform Content. The Platform Content may be subject to factors beyond MyPwr’s control, such as, continuing updates or modifications, and MyPwr does not undertake to advise you of any changes in any of the Platform Content. You are hereby cautioned not to place reliance on any Platform Content (including, but not limited to, the self-defense techniques available on the Platform), and any reliance on any portion of the Platform Content or the use thereof is at your sole risk and you shall bear sole responsibility for your actions and decisions made relying on the Platform Content. You hereby acknowledge that no self-defense technique (including, but not limited to, the self-defense techniques available on the Platform) can protect you against all attacks all the time, and that the nature of violence is dangerous and that you may get injured by being involved in such activities.

## **11. LIMITATION OF LIABILITY**

- 11.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MYPWR BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT MYPWR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN ANY EVENT MYPWR’S MAXIMUM AGGREGATE LIABILITY UNDER OR ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED USD 1,000.

## **12. CONFIDENTIALITY**

- 12.1. Each party hereto (“**Recipient**”) shall keep confidential and shall not disclose to any third party (other than to its employees, affiliates and advisors having a need to know to perform Recipient’s obligations hereunder), any confidential information which it has acquired from the other party (“**Discloser**”) and shall only use such confidential information in connection with exercising its rights and performing its obligations under this Agreement. Notwithstanding, Recipient may disclose confidential information in the event such disclosure is required by law or by an order issued by a government body or a court, provided that the Recipient (unless prohibited from doing so) shall notify the Discloser of such required disclosure, so that Discloser may contest the disclosure or seek a protective order with respect thereto. Furthermore, notwithstanding, MYPWR shall be

entitled to disclose your confidential information to the Institution in accordance with the terms of this Agreement.

### 13. GENERAL

- 13.1. You may terminate this Agreement, at any time by delivering the Company with a written notice requesting to delete your Account and ceasing to use the Platform. MyPwr shall have the right to suspend or terminate the License and your use of the Platform immediately, at any time, upon your failure to comply with any of your obligations hereunder, or in the event of termination of the main agreement by and between the Institution and MyPwr. Notwithstanding the termination or expiration of this Agreement, Sections 4 (*User Content*), 5 (*Title and Ownership*), 8 (*Privacy*), 9 (*Indemnification*), 10 (*Warranty Disclaimer*), 11 (*Limitation of Liability*), 12 (*Confidentiality*), 13 (*Term and Termination*) 13 (*General*) shall survive and remain in effect in perpetuity.
- 13.2. MyPwr may from time-to-time issue upgraded and updated versions of the Platform, and may automatically and electronically upgrade your current version of the Platform, and you further consent to such automatic upgrades of the Platform, and agree that this Agreement will apply to all such upgrades. Such upgrades and updates may involve, without limitation, updating the functionality, user interface, usability and other user documentation and information relating to the Platform and all of its features, all to MyPwr's sole discretion, from time to time, as part of its ongoing mission to improve the Platform. MyPwr shall not be liable for any loss suffered by you resulting from any such changes made, nor your inability to use certain features of the Platform or reduced performance associated with failure to install available updates and upgrade of the Platform, and you shall have no claims against MyPwr in such regard.
- 13.3. You hereby acknowledge and agree that standard carrier data charges may apply to your use of the Platform.
- 13.4. If any part of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the rest of the Agreement shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.
- 13.5. MyPwr reserves the right to transfer, assign, sublicense or pledge this Agreement, at its sole discretion. You may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under this Agreement, without the prior written consent of MyPwr.
- 13.6. No delay or failure by either party to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy.
- 13.7. The parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever. The transmission of information to or from the Platform does not create between the parties any relationship that deviates from those specified in this Agreement.
- 13.8. This Agreement is governed by the laws of the State of Israel, and the competent courts in Tel Aviv-Jaffa shall have exclusive jurisdiction in any conflict or dispute arising out of this Agreement.



13.9. The section headings contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.

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