

## TERMS OF USE

Effective September 21, 2022

These terms of use (the "Agreement") is between you and The Company, Advanced Enterprise Communications Ltd. ("Meep"), and govern your use of our website ("Website") and our application ("Synch"), as applicable (together, the "Service"). For clarity, this Agreement governs your use of and access to the Services, even if accessed through an integration with a Third-Party Platform. If you are agreeing to this Agreement not as an individual but on behalf of your company, then "you" means your company, and you are binding your company to this Agreement Please review these terms carefully. By accessing or using the Service, acknowledge you have read, and agree to be bound by these to these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Service.

## PRIVACY

We, Meep respects the privacy of its Service users. Please refer to the our Privacy Policy [link] which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your acknowledgment of Meep's Privacy Policy.

## REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least 16 years old to register for and use the Service.

If you are a user who signs up for the Service, you will create a personalized account, which includes a unique username and a password to access the Service and to receive messages from Meep. You agree to notify us immediately of any unauthorized use of your password and/or account. Meep will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your name, password and/or account.

If you will access the Services using credentials provided by a third party (e.g., Google), then you will comply with all applicable terms and conditions of such third party regarding provisioning and use of such credentials. You will be responsible for any and all actions taken using your accounts and passwords. You may permit an employee or Contractor of yours or your Affiliate who is authorized to access the Service, provided that you remain responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for your sole benefit

## RESTRICTIONS.

Your permission to use the Service is conditioned upon the following restrictions: You agree that you will not under any circumstances misuse the Service. For example, you may not: post any information that is abusive, threatening, or otherwise objectionable and offensive; use the service for any unlawful purpose or for the promotion of illegal activities; attempt to, or harass, abuse or harm another person or group; use another user's account without permission; provide false or inaccurate information when registering an account;

interfere or attempt to interfere with the proper functioning of the Service;  
make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;  
bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or  
publish or link to malicious content intended to damage or disrupt another user's browser or computer.

#### POSTING AND CONDUCT RESTRICTIONS.

When you create your own personalized account, you may be able to provide content ("User Content"). You are solely responsible for the User Content that you post, upload, record, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Meep, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

You are solely responsible for your account and the activity that occurs while signed in to or while using your account;

You will not post information that is malicious, false or inaccurate;

You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and

You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. Meep is not responsible for any public display or misuse of your User Content. Meep does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology we employ, may monitor and/or record your interactions with the Service.

#### ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Meep, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Meep does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does Meep adopt nor endorse, nor is Meep responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Meep. Meep takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or records or sends over the Service. Under no circumstances will Meep be responsible for any loss or damage resulting from anyone's reliance on information or other content posted uploaded on the Service, or transmitted to users.

Though Meep strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. Meep reserves the right, but has no obligation, to monitor User Content or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Meep shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under the law. If you become aware of misuse of our Service, please contact us at [office@synchapp.io](mailto:office@synchapp.io)

#### LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, Meep may provide you with integrations with certain Third-Party Platforms including convenient links to third party web site(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. Meep has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Meep, and You acknowledge and agree that Meep is not responsible or liable for any Third-Party Platform or any User Content Data exported to a Third-Party Platform nor for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Meep. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.. MEEP does not guarantee that the Services will maintain integrations with any Third-Party Platform and MEEP may disable integrations of the Services with any Third-Party Platform at any time with or without notice to you.

and suppliers

#### LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to Meep a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or impart, and in any form, media or

technology, whether now known or hereafter developed, for use in connection with the Service.

## PRIVATE MAPS

A private map is a map that is provided by the customer, the organization that is using Synch for collaboration. The details in the map, the accuracy and any other content in this map is under the responsibility of the customer who provided the map. The customer is also responsible to provide an updated to the map when they are available.

The licenses that are required for using the private maps, need to be provided by the customer. If the system is a private installation, additional charges might be apply, mainly everything related to a use of a standalone private map server.

## INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors and suppliers retain ownership of all intellectual property rights of any kind related to the Service, including all patent, copyright, trademark, trade secret and other intellectual property rights . Other product and business names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

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## ENFORCEMENT OF COPYRIGHT

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If Meep discovers that you have used its copyright materials in contravention of the license above, Meep may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of Meep's copyright materials that contravenes or may contravene the license above, please report this to us immediately.

#### EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's e-mail and messaging system, will not constitute legal notice to Meep or any of its officers, employees, agents or representatives in any situation where notice to Meep is required by contract or any law or regulation.

#### USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive communications from Meep in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that Meep provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

Subject to applicable laws, we may also use your email address, to send you other messages, including information about Meep and special offers. You may opt out of such email by changing your account settings or sending an email to Meep.

Opting out will prevent you from receiving messages regarding Meep or Special Offers.

#### WARRANTY

THE SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, Meep EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, Meep MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

#### LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Meep, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH Meep OR ANY

OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Meep HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

If you have a dispute with other parties including but not limited to resellers, suppliers, service providers or users in relation to your use of the Service, you release Meep (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

#### MODIFICATION OF TERMS OF USE

Meep can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site or application from time to time to view any such changes in the Agreement. If you continue to use the Site or application, you signify your agreement to Meep's revisions to these Terms of Use. However, Meep will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms or waiver of Meep's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of Meep. No purported waiver or modification of this Agreement by Meep via telephonic or email communications shall be valid.

#### GENERAL TERMS

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of Meep to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Meep rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with Meep must commence within 1 (One) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Service are governed by the laws of Israel, without regard to conflict of law provisions.

Meep may assign or delegate these Terms of Service and/or the Meep's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Meep's prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND

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