

# Terms and Conditions

## **Welcome to Link Big!**

Please carefully read the following terms and conditions (the "**Terms and Conditions**") as they form a legally binding agreement between the entity that will be utilizing Link Big's services (referenced below as "**You**", and including Clients and Users, as defined below) and Link-Big Ltd. a company incorporated under the laws of the state of Israel ("**Link Big**", "**we**", "**us**" and "**our**") with respect to Link Big's services, as described below (the "**Services**"). By accessing, registering or using the Services in any way, You accept the Terms and Conditions hereof. If you do not agree to all of the Terms and Conditions, do not access, register with or use any part of the Services.

Please note: use of third party platforms, such as Instagram, is governed by their respective terms of service and privacy policies, not these Terms and Conditions. You bear the sole and exclusive responsibility for complying with those other terms of service and any additional terms, conditions and policies that govern the use of any of your third party platform accounts.

Link Big may amend the Terms and Conditions from time to time, at its sole discretion. In such case, we will notify You of the amended Terms and Conditions, through our website at [www.link-big.com](http://www.link-big.com) or by sending you a notice via the contact details You provided us during the registration process. If you do not accept the amended Terms and Conditions, we may terminate the Terms and Conditions and your Services account and block your access to, and use of the Services. Your continued use of the Services after the effective date of the amended Terms and Conditions constitutes your consent to the amended Terms and Conditions. The latest version of the Terms and Conditions will be accessible through our website.

## **1. The Services**

1.1 Link Big is a platform that provides to individuals or businesses, who market, advertise or publish different goods, items, products or information ("**Advertiser(s)**") through social media (e.g. Instagram), services or other websites certain technological services and solution intended to direct users of the social medias ("**User(s)**") from a certain post, page or feed to a specific site, webpage, photo, text, graphic, logo, audio, video, song, or other on-line content related to such goods, items or products, including commercial webpage that provide the possibility to purchase such goods, items or products that are being advertised by the Clients ("**Content**").

1.2 Link Big is not directly or in any way involved in any transaction that may occur as a result of any use of the Services and has no control over the quality, safety, morality or legality of any aspect of the Client's Content, the items, goods or products that are being advertised or sold by the Clients, the ability of Clients to sell such items, goods or products or the ability of Users to pay for them or to meet any of the transaction's terms. Under no circumstances will Link Big be liable in any way for (a) any Client's Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Client's Content posted, emailed, accessed, transmitted, or otherwise made available via the Services; and (b) any transaction, or any result of such transaction, that may occur as a result of Your or any third Party's use of the Services or any software.

1.3 Any commercial engagement regarding the Content will take place directly between the Client and the Users, without Link Big's involvement. Any communications or agreements that Clients make with Users and any other consumers are made strictly between the Clients and the Users. Link Big is not a party and does not assume any responsibility or liability with respect to such communications or agreements. You hereby release and agree to hold harmless Link Big, its directors, officers, employees, agents, successors, advisors, consultants, and assignees from any and all causes of action and claims, of any nature, resulting from Your activities and communications on and through the Services.

1.4 You understand that Link Big cannot guarantee the identity of any Client or User with whom you may interact in the course of using the Services and Link Big cannot guarantee the authenticity of any data or information which any other Client or User may provide about themselves.

1.5 It is hereby clarified, that Link Big provides links to certain Clients and other third parties' websites, applications or features or referrals to certain third parties' products or services that are beyond our control. If You choose to visit such third party's website or use its products or services, please be aware that such third party's own terms of use and privacy policy will apply and govern your activities and any information You

disclose while interacting with such third parties. Link Big does not make any representation or warranty whatsoever about such third party's websites, applications, services, products or Content. We do not guarantee and make no representation or judgment about such websites, applications, services, products or Content's accuracy, adequacy, completeness, credibility, authenticity, validity, integrity or legality. Link Big also does not endorse and cannot ensure that You will be satisfied with any products or services that You purchase or download from such Client or other third parties, and is not responsible or liable in any manner for your interaction with such Client or third parties.

## 2. Client's registration and Content

2.1 As a condition to using all or some aspects of the Services, Clients are required to register to the Services and to pay a registration fee or a Services/subscription fee, as may be required by Link Big from time to time. The subscription You purchase from Link Big will be limited to a certain time period and may include additional limitations regarding the term of and scope use, as well as further limitations. The limitations, or lack of them, form groups of rights otherwise known as subscriber "packages". You may not deviate from the limitations of your package, and Link Big may enforce technological means to prevent such deviations. Our rates and payment terms shall be posted at the relevant sections of the Services or provided to you by our representatives. Payment for the Services can only be made by the then-current payment methods.

2.2 We may, from time to time, and without specific notice to you, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods. Payment methods are processed and handled through relevant third parties, such as payment processors. Payment methods are therefore subject not only to these Terms and Conditions, but also the terms and conditions of these third parties pursuant to your contractual relations with them. You acknowledge that the third parties processing any of the payment methods may charge you commission on their end of the transaction. Link Big is not responsible for such commission, which is strictly within your contractual relations with the relevant payment method processor.

2.3 To the maximum extent permitted by applicable law, all your payment obligations for our Services are non-cancellable and all amounts paid to us in connection with them are non-refundable. You are responsible for paying all applicable fees for the Services, whether or not you enjoyed or otherwise benefited from them.

2.4 We may, at any time and at our sole discretion, transform a free of charge Service to a fee-based Service, and change any rates and payment terms. Failing to settle your payments for a fee-based Service will prevent you from further using the Service, notwithstanding any other remedies available to us under the applicable law. Any changes in our fee schedule will take effect immediately after being posted on the Services.

2.5 As part of our registration process, Clients may be required to provide Link Big certain contact and personal information (including your full name, phone number, address, email address, etc.) and to select a password and username. Client acknowledges and agrees that as part of the registration to the Services Link Big may have access and may collect information relating to the Client website, Instagram profile, including your [public profile](#), friend list, email address and any other data necessary for the provision of the Services.

**In addition, in accordance with Instagram's instructions, and in order for us to provide you with our Services, we may require You to provide us with your login information (such as your username and password) to your Instagram account. We will only use your login information in order to provide you with our Services. We will not provide this information to any third party.**

2.6 We will explicitly indicate the fields for mandatory completion. If you do not enter the requisite data in these fields, you will not be able to register with the Services. We will only use your personal information in accordance with our Privacy Policy below.

2.7 We reserve the right to request additional information to verify your identity, during the registration process, throughout your use of the Services, or when you submit requests related to your account on the Services. If you fail to provide us the requested information, we reserve the right to suspend or terminate your account.

2.8 Client shall provide Link Big with accurate, complete, and updated registration information and may not (i) impersonate to another person or entity; or (ii) use as a username a name subject to any rights of another person or entity without appropriate authorization. Link Big reserves the right to refuse Client's registration or to block Client's access to the Services, at its sole discretion. The Client is responsible for maintaining the confidentiality of his password, refrain from disclosing them to others, and must report to Link Big immediately following obtaining information of any unauthorized use or breach of his Services account. You are prohibited from selling or transferring your account in any way, to another entity or any third party. Bear in mind that

false, incorrect or outdated information may prevent You from registering and impair our ability to provide you with our Services and contact you.

2.9 You may terminate your account at any time. You are fully accountable for any outcome that may result from your failure to provide true, accurate and complete details in the course of the registration process, and for any use or misuse of your account on the Services. You can update and modify your details from time to time through your personal account settings on the Services.

2.10 The Client acknowledges and agrees that Link Big may also collect periodically and use technical data, content and related information about the Client, including but not limited to technical information about the Client's website, device, system software and peripherals that is gathered periodically to facilitate the provision of updates, product support and other services to the Client. Link Big may use this information, as long as it is in a form that does not personally identify the Client, to improve its products or to provide or enable services or technologies to the Client.

2.11 Without derogating from the above, You hereby confirm that Link Big may scan your Website for the purpose of providing you with the Services and it may use for this purpose any tool or other technical means, including crawlers and robots, on your website.

2.12 All Client's Content incorporated or otherwise used as part of the Services shall be owned by Client, and the Client hereby grants Link Big: (i) an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid, sub-licensable right and license, to use, exploit, copy, download, publish, display, make available to the public, distribute and store such Client's Content and to allow others to do so in order to provide or enable the Services (the "**Client's License**").

2.13 Client warrants and represents that: (i) the Advertiser's Content are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations; and (ii) Advertiser has the full and unrestricted right and authority to grant the Advertiser's License to Link Big, all without infringing or violating any copyrights, privacy rights, publicity rights, trademarks or any other contractual, intellectual property or proprietary of any third party. Client further warrants and undertakes that he/she/it shall be solely responsible for any Client's Content that Client shall publish or share via the Services and for any damage or loss to Client or any other third party resulting therefrom, and that Client shall assume all risk in connection therewith. The Client shall indemnify and hold Link Big or anyone on its behalf from any liability, cost, damage and expense (including reasonable legal fees) caused due to and/or by the Client's Content, as further specified bellow.

2.14 Client expressly acknowledges and agrees that Link Big has no control over, and no duty to monitor or take any other action regarding Content uploaded, posted, incorporated or used in or through the Services or Link Big's facilities.

### **3. User's registration and use of the Services**

3.1 While using the Services, the User may be required to log in to his/her/it Instagram account and Link Big may receive the following information: your [public profile](#), friend list, email address and any other data as mentioned at the message presented to the User at the time of registration or login to the Services. User shall not impersonate any person or entity or misrepresent himself, including by using another person's username, password or other account information. User also agrees to promptly notify Link Big of any actual or suspected breach of security, unauthorized use of, or access to, the account involving or relating to the Services. Although Link Big will not be liable for your losses caused by any unauthorized use of, or access to, your account, User may be liable for the losses of Link Big or others due to such unauthorized use or access.

3.2 The User acknowledges and agrees that Link Big may also collect periodically and use technical data, content and related information, including but not limited to technical information about the User's device, system software and peripherals, that is gathered periodically to facilitate the provision of updates, product support and other services to the User. Link Big may use this information, as long as it is in a form that does not personally identify the User, to improve its products or to provide or enable services or technologies to the User.

### **4. General Terms and License**

4.1 The Services are available only to individuals or corporate entities that can form legally binding contracts under applicable law. The Service is intended and permitted only for individuals 13 years of age or older. Children under the age of 13 may not use the Service in any way and may not register. If you are under the legal age of majority in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to use the Services and accept these Terms and Conditions.

4.2 By using, accessing or registering with the Services, you declare that you are a corporate entity or an individual 13 years of age or older. If you are between the age of 13 and 18, then you also declare that you have

received your parent's or legal guardian's permission to use the Services and accept these Terms and Conditions. We reserve the right to terminate an account, if we find that you are younger than the minimum age specified above. We may request additional information to confirm your age at any time.

4.3 Subject to these Terms and Conditions, Link Big grants (a) the User a limited, personal, non-transferable, non-exclusive, non-assignable, non-sub-licensable, revocable license to use and access the Services solely for your own personal, non-commercial use, and not for the use or benefit of any third party; (b) the Client a limited, personal, non-transferable, non-exclusive, non-assignable, non-sub-licensable, revocable license to use and access the Services. Except as expressly provided herein, no other license, express or implied, is granted to the User or Client, and Link Big retains all right, title, and interest in and to the Services (including all related intellectual property rights).

4.4 We may, but are not obligated to, maintain the Services with periodic releases of bug fixes, code updates or upgrades. We will determine, at our sole discretion, the frequency and scope of such releases and You will have no plea, claim or demand against us or our directors, officers, employees, agents, advisors, consultants, subcontractors and assignees, for any of these releases or the lack thereof. We may also, at any time and without prior notice, change the layout, design, scope, features or availability of the Service.

Such changes, by their nature, may cause inconvenience or even malfunctions. You agree and acknowledge that we do not assume any responsibility with respect to, or in connection with the introduction of such changes or from any malfunctions or failures that may result therefrom.

4.5 We may, at any time, at our sole discretion, discontinue, terminate or suspend the operation of the Services, or any part or aspects thereof, temporarily or permanently, without any liability to you. We are not obligated to give any notice prior to such change, discontinuation or suspension. Link Big may impose limits on certain features and services or restrict your access to the Services (or any part thereof) without notice or liability.

4.6 You are responsible for obtaining and maintaining any equipment, hardware, software or ancillary services required to access and use the Services, and for any fees charged by third parties in connection therewith (which may involve, *inter alia*, service provider fees or data charges), and Link Big shall have no responsibility or obligation in connection therewith.

4.7 These Terms and Conditions will also govern any future upgrades or updates or new releases provided by Link Big in connection with the Services, unless any such upgrades or updates are accompanied by a separate license, in which case the terms of that separate license will govern.

4.8 In addition, if You send us feedbacks or suggestions regarding the Services, You acknowledge that Link Big may use them at our sole discretion, without any obligation to compensate You in any manner for such feedbacks or suggestions.

## 5. Link Big's Content

5.1 All Contents displayed, included, incorporated, uploaded, posted, published, contributed, performed and/or used as part of the Services, other than Content uploaded by Clients, Users or other third parties, are: (i) the sole property of Link Big and/or third parties who licensed such content to the Link Big (as applicable), (ii) protected by applicable intellectual property rights, including copyright laws, and (iii) may only be used in accordance with the terms hereof.

5.2 All trademarks, service marks, and trade names (including the Link Big name and logo), whether registered or not, are proprietary of Link Big and/or third parties and You may not use and/or copy them, in whole or in part, without the prior written permission of Link Big or any relevant third party. In addition to any right or remedy available to Link Big in accordance to any applicable law, You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services.

5.3 No rights or licenses are granted, expressly or by implication, to You by Link Big with respect to any proprietary information, patent, copyright, trademark, trade secret, or other intellectual property right, whether registered or not, except as expressly provided in these Terms and Conditions.

5.4 Except as explicitly specified herein, You may not download, copy, modify, publish, transmit, upload, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, the Content or any part thereof. Without derogating from the generality of the aforesaid, downloading, copying, or storing any Content for any purpose (including, without limitation, for personal, non-commercial use) by You is expressly prohibited without prior written permission from Link Big.

5.5 Link Big does not have any responsibility for any Content contained in or accessed through the Services, and makes no warranties or representations concerning any such Content. In addition, Link Big will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or

accessed through the Services, and You irrevocably and fully releases Link Big from any and all responsibility and liability in connection with such Content.

## **6. Restrictions**

6.1 Link Big respects the intellectual property of others and takes the protection of copyrights and any other intellectual property rights very seriously, and Link Big asks You to act the same. Accordingly, You warrant, represent and undertakes that You will not, and will not permit or authorize third parties to, use the Services in any way, and will not upload, display, post, incorporate and/or contribute to or through the Services any Content that: (a) infringes, violates, misuse or otherwise interferes with any copyright, patent, trademark, trade secret or other intellectual property right or contractual rights of any third party; (b) reveals any trade secret of others, unless You have procure the owner's permission to do so.

6.2 You further warrant, represent and undertake that You will not, and will not permit or authorize third parties to, use the Services in any way, and will not upload, display, post, incorporate and/or contribute through the Services any Content, that: (a) is defamatory, abusive, harassing, threatening, racially, or constitute an invasion of a right of privacy of another person, or otherwise offensive, violent, vulgar, obscene, or otherwise harms or can reasonably be expected to harm any person or entity; (b) are illegal or encourages or advocates illegal activity; (c) post or transmit any communication or solicitation designed or intended to obtain password, account, or private information from any other User or Client; (d) post any false, inaccurate or incomplete material or Content or delete or revise any material that was not posted by You; (e) contain viruses, trojan horse, worm, or any other computer programs designed to interrupt, destroy, or limit the functionality of the Services or any system, computer software, hardware or telecommunications equipment; (f) create a false identity or impersonate another person; (g) "stalk" or otherwise harass another or is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet; or (h) violate any applicable local, state, national or international law or regulation.

6.3 In addition, except as expressly authorized herein, You will not, and will not permit or authorize third parties to: (a) take any action intended to circumvent or disable the operation of any security feature or measure of the Services; (b) publish, distribute, sell, disclose, market, sublicense, rent, lease, display, provide, transfer or make available the Services, or any portion thereof, to any third party; (c) decompile, reverse engineer, disassemble, enhance, or otherwise make any attempt to discover the source code of, modify, reproduce, or create derivative works from the Services or any part thereof; (d) access the Services or Link Big's facilities via automated means, including by crawling, scraping, caching or otherwise (except as may be the result of standard search engine protocols or technologies used by a search engine with our express consent); or (e) use the Services in any manner that is illegal or not authorized by these Terms and Conditions.

6.4 We may employ technological measures to detect and prevent fraudulent or abusive use of the services. We may suspend or terminate your account, or block your access to and use of the services, without prior notice and at our sole discretion, if we believe that you are using the Services fraudulently or abusively.

## **7. Termination**

7.1 The license granted to You under these Terms and Conditions is effective until terminated. Link Big may terminate or suspend your license, account and access to the Services and/or to specific Content immediately, without prior notice or liability, if You breach, or fail to comply with, any of the Terms and Conditions hereof, or in any case of fraudulent, abusive, or otherwise illegal activity. In which case, you right to use the Services and access any Content will immediately cease. All provisions of these Terms and Conditions which by their nature should survive termination of these Terms and Conditions (including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability) shall remain in full force and effect following termination thereof, for any reason whatsoever. Termination of User's access to and use of the Services shall not relieve You of any obligations arising or accruing prior to such termination or limit any liability which You otherwise may have to Link Big, including without limitation any indemnification obligations contained herein.

7.2 Link Big may also terminate or suspend your license, account and access to the Link Big's facilities and/or to the Services and/or to specific Content, without prejudice to any other rights or remedies which Link Big may have, immediately upon the occurrence of any of the following events: (i) You are involved in any voluntary or involuntary bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization or indebtedness or the like and the proceeding is not dismissed within thirty (30) days; (ii) You become insolvent or unable to pay your debts as they mature in the ordinary course of business or make an assignment for the benefit of your creditors; (iii) You become a party to a merger or consolidation, transfers all or substantially all of your business and/or assets to a third party; or (iv) Link Big believes that improper use of the Services has occurred or is about to occur.

## **8. No Warranty**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS SOLELY WITH YOU. THE SERVICES ARE SUPPLIED "AS IS", AND WITHOUT WARRANTY OF ANY KIND. LINK BIG DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS. LINK BIG MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE. LINK BIG DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS REGARDING THE SERVICES OR USE OF THE SERVICES.

## **9. Limitation of Liability**

9.1 IN NO EVENT SHALL LINK BIG, ITS SHAREHOLDERS, DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE BE LIABLE FOR ANY PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF BUSINESS INFORMATION, OR LOSS OF USE OR INTERRUPTION OF BUSINESS, OR OTHER PECUNIARY LOSS, IN CONNECTION WITH OR ARISING OUT OF THE LICENSE GRANTED HEREIN OR THE SERVICES OR YOUR USE OF OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER LINK BIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL THE AGGREGATE LIABILITY OF LINK BIG AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES UNDER THESE TERMS AND CONDITIONS OR ARISING OUT OF OR OTHERWISE RELATED TO YOUR USE OF THE SERVICES EXCEED THE HIGHER OF (I) ONE HUNDRED US DOLLARS, OR (II) THE SERVICE FEE ACTUALLY PAID (IF ANY) BY YOU TO LINK BIG FOR THE SERVICES.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LINK BIG DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS, OR OPERABILITY OF CONTENT OR SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT LINK BIG IS NOT RESPONSIBLE OR LIABLE FOR ANY HARM, LOSS AND/OR DAMAGE RESULTING FROM AND/OR IN CONNECTION WITH THE USE AND/OR ACCESS THEREOF, INCLUDING WITHOUT LIMITATION, ANY HARM, LOSS AND/OR DAMAGE THAT: (I) RESULTS FROM THE SUSPENSION, MODIFICATION, DISCONTINUANCE OR LACK OF AVAILABILITY OF THE SERVICES; (II) RESULTS FROM UNAUTHORIZED USE, TEMPORARY OR PERMANENT NON-PERFORMANCE OF THE SERVICES, ERRORS OR OMISSIONS (INCLUDING, WITHOUT LIMITATIONS, DUE TO MAINTENANCE, UPGRADES AND REPAIRS OR DUE TO FAILURE OF TELECOMMUNICATIONS LINKS AND EQUIPMENT); (III) RELATES TO DOWNLOADING OR POSTING CONTENT; OR (IV) RESULTS FROM ANY VIRUSES, WORMS, TROJAN HORSES, OR ANY SIMILAR CONTAMINATION OR DESTRUCTIVE PROGRAM.

## **10. Indemnification**

Upon its first demand, You will indemnify and hold Link Big, its shareholders, directors, officers and employees, harmless from any liability, cost, damage and expense (including reasonable legal fees) caused due to and/or by your access and use of the Services, violation of these Terms and Conditions, or violation or infringement of any rights (including, without limitation, copyrights and/or other intellectual property rights) of a third party through use of the Services.

## **11. Privacy Policy**

11.1 Link Big respects your privacy. This section of the Terms and Conditions explains our privacy practices for our services. You agree that Link Big may collect and use your personal information and technical data via the Services, including but not limited to your name, address, phone number, your Instagram user and login information as well as any other information provided during the registration process, and additional information collected by Link Big, as provided in these Terms and Conditions.

11.2 We may also collect device, system and traffic information, such as information identifying and relating to your computer or mobile devices and communication and transmission data that these devices generate when you use the Services. We collect data related to your use of the Services, such as information about the frequency of your use of the Services and Content that you viewed and accessed when using the Service. We may collect communication and transmission data that your devices generate or store to help us provide the



Services. For example, we may collect and receive the operating system version and IP address You use once you register to the Services.

11.3 Providing us with your personal information is a choice you make of your own volition and consent. You are not legally obligated to provide this information, but we do require it to enable you to use the Services.

11.4 We may use de-identified, statistical or aggregated information, including information that we process according to this policy, to properly operate the Services, to develop and improve the quality and functionality of the Services, to enhance your experience, to create new services, including customized services, to change or cancel existing features, to incorporate information of commercial nature and for other research, development and statistical purposes. We may share, publish, post, disseminate, transmit or otherwise communicate or make available such information to suppliers, business partners, sponsors, developers, affiliates and any other third party, at our sole discretion, provided however, that we will not knowingly, or intentionally share information that can be reasonably used to reveal your identity without your consent.

11.5 Link Big is committed to protecting your privacy and will not share or disclose such information, unless otherwise permitted according to the following terms. We may use personally identifiable information for the following purposes – (1) To provide you with the Services, their features and functionalities; (2) To send you notice and updates, to conduct surveys related to the Services and to provide you with information related to the Services – through the Services interface or through e-mail or other methods, as available; (3) To respond to messages that you send us, and to allow us to provide support and assistance; (4) To improve and customize your and other users' experience with the Services; (5) To enhance existing features of the Service and to develop new features and services; (6) To prevent fraud, misappropriation, infringements, identity thefts and any other misuse of the Services; (7) To facilitate our internal managerial, archival, administrative and audit activities; (8) To contact you as and when we believe it to be necessary; (9) To enforce the Terms and Conditions and prevent misuse of the Services; (10) To comply with any applicable law and assist law enforcement agencies or competent authorities under any applicable law, when we have a good faith belief that our cooperation with such entities is legally mandated or meets the applicable legal standards; (11) To prevent imminent physical harm or damage to property; and (12) To take any action in any case of dispute, or legal proceeding of any kind between You and us, or between you and other Users or third parties with respect to, or in relation with the Services.

11.6 We may share personally identifiable information with others in any of the following instances, or subject to your explicit consent: (1) To operate, maintain and enhance the Services; (2) To execute Service fee transactions, which involve or relate to third parties such as payment providers and clearance services; (3) If you have breached the Terms and Conditions, abused your rights to use the Services, or violated any applicable law. Your information may be shared with competent authorities and with any third party, as may be required; (4) In any case of dispute, or legal proceeding of any kind involving you with respect to the Service; (5) If the operation of the Services is organized within a different framework, or through another legal structure or entity (such as due to a merger or acquisition), provided that those entities agree to be bound by the provisions of this policy, with reasonably necessary changes taken into consideration. The Services, by their nature as online services, may store and process information (including through Cloud Services) in Europe, the United States and in other various locations throughout the globe. If you are a resident in a jurisdiction where transfer of your personal information to another jurisdiction requires your consent, then you provide us with your express and unambiguous consent to such transfer.

11.7 You have a right to access your personally identifiable information if, and to the extent, we keep such data about You, and to update, rectify or remove such data. To apply for a copy of your information, please contact us at: [Nadav@link-big.com](mailto:Nadav@link-big.com). Before allowing you to exercise your right, we will need to verify your identity. We will make the information available to you, subject to any legitimate constraints and pursuant to the applicable law. We may refuse your request, for example, if we are unable to identify you, or if we believe that removal of certain information may jeopardize activities or features of the Services, harm other Users, or compromise our legal rights. We may provide you additional options to delete your personal information through the settings and preferences features of the Services.

11.8 We retain different types of personally identifiable information for different periods, depending on the purposes for processing the information and our legitimate business purposes. When we no longer need to process the information that identifies you, we may take measures to de-identify the information. Generally, as long as you are using of the Services, we do not delete information related to you, unless there are technical reasons that require us to retain only portions of the data, or if we are required by law to delete it. Please note that we will retain and disclose information when we deem it necessary to satisfy orders issued by courts and government authorities. We will notify you about the disclosure, only if we are explicitly permitted to do so. In

any case, we may keep any aggregated or anonymous information for statistical, development, marketing and other purposes, indefinitely.

11.9 Link Big will take commercially reasonable measures in providing secure transmission of your personal information before it is transferred across the Internet from You to our servers and in securing such personal information stored on our systems. However, You should be aware that there is always some risk involved in transmitting information over the Internet and that there is also some risk that others could find a way to thwart our security systems. As a result, while Link Big strives to protect your personal information, Link Big cannot ensure or warrant the security and privacy of personal information or Content You transmit using Link Big, and You do so at your own risk.

## 12. Use of Services by Children

As provided herein, the Services are intended for the general audience and are not directed to children under the age of 13. Link Big respects the privacy of parents and children and are committed to complying with the Children's Online Privacy Protection Act (COPPA). If a parent believes that his or her child has submitted personal information to us (including, e.g., a name, address, telephone number or email address), he or she can contact us via e-mail (at: [Nadav@link-big.com](mailto:Nadav@link-big.com)) or postal mail (to the following address: 47 Ha'maaga St., Ramat Gan, Israel). Link Big will promptly delete the information upon learning that it relates to a child under the age of 13.

## 13. Reporting of Intellectual Property Infringements

13.1 If you believe in good faith that any material or content made available on or through the Services (including Client's Content) has been used or exploited in a manner that infringes or violates any work or other intellectual property you own or control, please send us prompt written notice thereof via e-mail (at: [Nadav@link-big.com](mailto:Nadav@link-big.com)) or postal mail (to the following address: 47 Ha'maaga St., Ramat Gan, Israel) (the "**Infringement Notification**"). The Infringement Notification must be signed (physically or electronically) by the owner of the work(s) that has/have been allegedly infringed or violated (or any person duly authorized to act on his\her\its behalf) and include the following information: (i) Identification of the applicable work(s) or other intellectual property rights being infringed or violated; (ii) identification of the materials that are claimed to be infringing or violating, including information reasonably sufficient to enable us to locate such materials; (iii) contact information of the applicable notifier (including address, phone number and, if available, e-mail address); and (iv) a statement that (a) You have a good faith belief that use of the material described above, in the manner you have complained of, is not authorized by the owner, its agent, or the law; and (b) the information in Your Infringement Notification is accurate, and under penalty of perjury, you are the owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13.2 Our intellectual property policy is to remove or disable access through the Services to any Content or material(s) (including Client's Content) that Link Big believes in good faith, upon receipt of an Infringement Notice, is infringing or violating the intellectual property of any third party or to remove or cancel our Services to such Content. In addition, Link Big reserves the right to remove or disable access through the Services to any Content posted, uploaded, published or distributed by repeat infringers.

13.3 If the provider of the allegedly infringing material, believes in good faith that the material that was removed or to which access was disabled is either not infringing, or that provider has the right to post and use such material from the owner of the work(s) that has/have been allegedly infringed or violated, its agent, or pursuant to the law, the provider may send us a counter-notice thereof.

## 14. Miscellaneous

14.1 These Terms and Conditions constitute the entire agreement between the parties with respect to the use of the Services, and supersede all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Terms and Conditions will be binding unless in writing and signed by Link Big.

14.2 Regardless of your place of residence or where you access or use the Services from, these Terms and Conditions and your use of the Services will be governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of Israel.

The competent courts located in the Tel-Aviv District will have exclusive and sole jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Services and its use, and with respect to any matter relating to the validity, applicability, performance or interpretation of these Terms. You and Link Big, each hereby expressly consents to personal jurisdiction in the Tel-Aviv District and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.



Notwithstanding the foregoing, any claim by Link Big against You pursuant to the indemnity clauses of these Terms and Conditions, may be brought in the court in which the third party claim that is the subject of the indemnity, has been lodged against Link Big or anyone on its behalf.

14.3 Link Big may assign at any time any of its rights and/or obligations hereunder to any third party without User's or Client's consent. Your rights and obligations under the Terms and Conditions are not assignable. Any attempted or actual assignment thereof by You will be null and void without Link Big's prior explicit consent in writing.

14.4 In the event that a court of competent jurisdiction finds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

14.5 The failure of Link Big to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed by Link Big in writing.

14.6 The section headings in the Terms and Conditions are included for convenience only and shall take no part in the interpretation or construing of the Terms and Conditions. "Including", whether capitalized or not, means without limitation.

Last updated: 6/29/2016