

Loox Terms of Service for Users

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Loox Online Ltd. (“**Loox**” or “**us**”, “**our**”, “**we**”) provides an online solution which enables users to share reviews and/or interact around them on a variety of platforms (the “**Service**”). These Terms of Service (these “**Terms**”) govern your access and use of the Service. “**User**” or “**you**” shall mean a person posting a review and/or interacting around reviews on a Merchant Website or on the Loox Platform via the Service. “**Loox Platform**” shall mean Loox proprietary platform located at <https://loox.io/>. “**Merchant**” means any third party that uses our Service to enable you to post reviews to Merchant Website. “**Merchant Website**” shall refer to the website of a Merchant implementing the Service. “**Product**” means any good or service you may buy or consider buying from the Merchant Website.

Please read these Terms carefully. These Terms govern your access to and use of the Service. By using the Service you signify your assent to both these Terms and our Privacy Policy, which is available at <http://loox.io/privacy>. Changes may be made to these Terms from time to time. Your continued use of the Service will be deemed acceptance to any such amended or updated terms. If you do not agree to any of these Terms, please do not use the Service. By using it: (1) you acknowledge that you have read, understood and agreed to these Terms and the Privacy Policy; and (2) if you are acting on behalf of a legal entity, you confirm that you are acting as a representative of such entity and have the authority to enter into this agreement on its behalf.

1. **Use of the Service.** Subject to the terms and conditions hereof, during the period these Terms are in effect we allow you to use the Service on a non-exclusive basis. Loox may change, modify or update the Service at any time without prior notice to you including remove or change functionality. The use of our Service is free of charge but we reserve our right to make changes in the future and to request payment from you for the use of the Service.

2. **Account.**

- 2.1. In order to use the Service, you may register for an account with Loox or log in using your credentials from certain third party social networking sites (e.g. Facebook, Twitter etc.). To use certain portions of the Service, you are not required to have an account or to log in using a third party social media account. However, certain features of the Service, such as liking or commenting other Users’ reviews, require you to have an account or to log in using a third party social media account.
- 2.2. By using the Service through your third party social media account, you permit us to access certain information from your third party social media account such as your profile and name for use by the Service and to collect, store, retain, and use indefinitely, in accordance with our Privacy Policy at <http://loox.io/privacy>, any and all information that you permitted the third party social media networking site to provide to us. However, please remember that the manner in which Facebook or any other third party social networking sites use, store, and disclose information is governed by their own policies, and Loox shall have no liability or responsibility for those third parties privacy practices or other actions.
- 2.3. If you decide to register for an account with Loox, you must provide accurate and complete information and keep your account information updated. To create an account, you must provide specified information and select a password. You may not provide false information during the registration process. You agree to promptly update

your account information in order to keep it current, complete and accurate. Any loss caused by your failure to keep your account data up-to-date is your own responsibility. You should not reveal your password to anyone else. We will not ask you to reveal your password. If you forget your password, you can request to have a new password sent to your registered e-mail address.

- 2.4. Your account is at risk if you let someone use it inappropriately and your account is subject to termination if you or anyone using your account violates these Terms. You agree to immediately notify us of any unauthorized use of your account or password. You are fully and solely responsible for the security of your computer system, mobile device and all activity on your account, even if such activities were not committed by you. Loox will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold Loox harmless for any improper or illegal use of your account, and any charges and taxes incurred, unless you have notified us via e-mail at support@loox.io that your Account has been compromised, and have requested us to block access to it. We reserve the right to terminate without notice your use of the Service if we have reason to believe that you may be using the Service either fraudulently, in bad faith or in violation of these Terms.
3. **Restrictions.** You agree to use the Service solely for your own personal use, but you shall not, nor allow any third party, to reproduce, sell, lease, rent, publicly perform, display, disseminate, distribute, broadcast, or retransmit the Service to any third party. You shall not, and shall not permit any third party, to (a) reverse engineer or attempt to find the underlying code of, the Service; (b) modify the Service, or in any other way manipulate the Service; or (c) modify, frame, or create derivative works of the Service, or remove any copyright or other notices displayed by the Service. To the extent any of the restrictions set forth in this section are not enforceable under applicable law, you shall inform us in writing in each instance prior to engaging in the activities set forth above. You must use the Service in accordance with all applicable law.
4. **User Content.** "User Content" means any material that you upload, transfer, post or make available through the Service, including any rating, textual, graphic, visual or audio content. You are fully and solely responsible for any User Content you submit or post through the Service. We take no responsibility and assume no liability for any User Content that you or any other User or third party submits through the Service. You shall be solely responsible for the User Content you provide us and the consequences of submitting it. Loox cannot and does not accept any responsibility for the use by the Merchants, other Users or any other third party of your User Content. You represent and warrant that any User Content you submit complies with all applicable law, that you have all necessary rights to submit any such User Content or to use, display and distribute (and allow others to use, display and distribute) any User Content in connection with the Service and that User Content (or modifications you may make to such User Content) does not infringe or violate any third party intellectual property rights, privacy or publicity rights, or moral rights. If you contribute User Content by means from an account at a third party (such as from your Facebook login or other social media network), you represent and warrant that you have all rights necessary to do so and to submit such User Content for use with the Service. Loox has no obligation to accept, display, review or maintain any User Content. Loox reserves the right to remove and permanently delete any User Content, including any User Content submitted or modified by any User, without notice and for any reason. User Content comes from a variety of sources. You understand that Loox is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to User Content. Although Users must agree to our Terms, it is possible that other Users (including unauthorized users) may post or transmit

offensive or obscene materials that you may be involuntarily exposed to such offensive or obscene materials, and you hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against us with respect to thereto. Any User Content you submit through the Service may be used for other advertising purposes and posted to publicly-facing websites, and is intended for public consumption, including your reviews, photos, physical characteristics and any other information you agreed to publish will be read, collected, and used by Loox, its subsidiaries, vendors and Merchants as further explained in our Privacy Policy. Loox has no responsibility for any messages or commercial email sent to you by a Merchant following your use of the Services, including whether such messages comply with applicable law.

5. **No endorsement of User Content.** You understand that Loox is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to User Content. LOOX DOES NOT ENDORSE ANY CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED BY ANY USER AND LOOX EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH THE USER CONTENT. LOOX DOES NOT ENDORSE OR RECOMMEND ANY PARTICULAR PRODUCT OR MERCHANT.
6. **Representations and Warranties.** You represent and warrant that you shall not use the Service to submit any User Content which: (a) contains material that is illegal, obscene, threatening, defamatory, racially or ethnically insensitive, harassing, threatening or otherwise offensive; (b) contains pornography or material that may be harmful to a minor; (c) contains material that violates or infringes the intellectual property, privacy rights, moral or contractual rights of any third party; (d) contains or transfers software viruses, worm, Trojan horse, or other harmful or disruptive software or code ; (e) violates any applicable law, regulations and rules, including all applicable law to commercial solicitation, chain letters, mass mailings or any form of spam. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. Loox is not responsible for any Product purchased by you, and you agree to take full responsibility in respect thereof. Notwithstanding the foregoing, by submitting User Content you further represent and warrant that: (i) you are the sole owner of the User Content; (ii) the User Content is accurate; (iii) you are at least thirteen (13) years old; and, (iv) the User Content you submit does not violate these Terms.
7. **Intellectual Property.** Loox and its licensors own the Service, including all worldwide intellectual property rights in the Service and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Service or any User Content appearing in the Service. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Service. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of Loox or any third party. You may not or attempt to (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Service; (b) circumvent, disable, or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any User Content; (c) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Service; (d) harvest, collect or mine information about users of the Service; or (e) use or access another User account or password. You hereby grant to Loox, its affiliates, successors and service providers a perpetual, unlimited, nonexclusive, fully sublicenseable, transferable, irrevocable, fully paid and royalty-free, worldwide

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8. **Privacy.** User understands that Loox collects data entered by the User who use the Service, which data includes information that may personally identify such User (the "Data"). Loox may make all use of the Data as set forth in the Loox Privacy Policy, which can be found at <http://loox.io/privacy>.
9. **Third-Party Websites and Advertisers.** The Service may contain links to third-party websites, advertisers, or services that are not owned or controlled by Loox. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. If you access a third-party website from our Service, you do so at your own risk, and you understand that these Terms and Loox Privacy Policy do not apply to your use of such sites. You agree that Loox will not be responsible for any loss or damage of any sort relating to your dealings with such third party websites. We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit. Notwithstanding the foregoing, Loox accepts no responsibility or liability for the actions, omissions, terms of use or privacy policies of any Merchant Website.
10. **DMCA Notice.** The policy of Loox is not to infringe or violate the intellectual property rights or other rights of any third party, and Loox will remove material appearing on the Service that infringes the rights of any third party. Under the Digital Millennium Copyright Act of 1998 (the "DMCA"), Loox will remove any User Content if properly notified that such material infringes third party rights, and may do so at its sole discretion, without prior notice to users at any time. The policy of Loox is to terminate the Accounts of repeat infringers in appropriate circumstances. If you believe that something appearing on the Service infringes your copyright, you may send us a notice requesting that it be removed, or access to it blocked. If you believe that such a notice has been wrongly filed against you, the DMCA lets you send us a counter-notice. Notices and counter-notices must meet the DMCA's requirements. We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be substantial penalties for false claims. Send notices and counter-notices to us by contacting copyright@loox.io. Loox accepts no responsibility or liability for the content of any site included in any User Content, or otherwise linked to by the Services, or for the User's or third party's use of such User Content. Loox reserves the right to remove any User Content without prior notice to you, any other user, or any third party.
11. **Indemnification.** User will defend, indemnify and hold harmless Loox from and against any and all suits, proceedings, assertions, damages, costs, liabilities or expenses (including court costs and reasonable attorneys' legal fees) which Loox may suffer or incur in connection with any actual claim, demand, action or other proceeding by any third party arising from or relating to any (a) breach of these Terms by User or anyone using your computer or password; (b) any claim, loss or damage

experienced from your use or attempted use of the Service, including any message or User Content you transmit through the Service; (c) your violation of any law or regulation; (d) your infringement of any right of any third party.

12. **Disclaimer.** The Service is provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, Loox makes no warranty that (a) the Service will meet your requirements, (b) the Service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Service will be effective, accurate or reliable, or (d) the quality of any materials or services obtained by you from the Service, from us, or from any third parties' websites to which the Service is linked, will meet your expectations or be free from mistakes, errors or defects. The use of the Service, the uploading of User Content, or the downloading or other acquisition of any materials or content through the Service or through third parties' websites, is done at your own risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities. Loox expressly disclaims and provides no warranties for the Service, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Any warranty that is provided in connection with any products, services, materials, or information available on or through the Service from a third party or from the Merchant is provided solely by such third party or Merchant, and not by us. Loox does not sell goods or services, but only provides a medium for reviews about products and services and interacting around such reviews. Loox does not have any return or refund policy, and all refunds or returns shall be in accordance with the return and refund policy of the applicable Merchant Website. If you are not satisfied with any Product you have purchased, please be in direct contact with the applicable Merchant.

13. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LOOX (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE SERVICE OR THE USER CONTENT OR FROM THE CONDUCT OF ANY USERS OF THE SERVICE. LOOX FURTHER ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF THE SERVICE OR ANY USER CONTENT. LOOX IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE SERVICE, INCLUDING ANY INJURY OR DAMAGE TO YOU OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SERVICE. THE ENTIRE LIABILITY OF LOOX (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT USER HAS ACTUALLY PAID TO LOOX IN RESPECT OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE APPLICABLE CLAIM. IF USER DID NOT MAKE ANY PAYMENT TO LOOX, THEN LOOX SHALL HAVE NO LIABILITY TO YOU.

14. **Term.** The term of this agreement will commence on the date User accepts these Terms and will continue indefinitely unless otherwise terminated in accordance with these Terms. Either party may terminate this agreement with advance written notice of 7 days, *provided, however*, that Loox may terminate these Terms and all rights granted hereunder without notice if it has a reasonable belief that User is using the Service in violation of these Terms or any applicable law, rule or regulation. Any suspension, termination, or cancellation shall not affect your obligations to Loox and its licensors under these Terms (including but not limited to intellectual property, indemnification, and limitation

of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

15. **Miscellaneous.** We may provide any required notices to the email address, fax number or by first class mail to other contact information you provided upon registration with Loox. Notices sent by email will be deemed received when they are sent by us. Notices sent by fax will be deemed received upon the confirmation of receipt thereof. Notices sent by first class mail will be deemed received 10 days after sent by us. Loox and User are and intend to remain independent parties. Nothing contained in these Terms will be deemed or construed to create the relationship of principal and agent or of partnership or joint venture, and except as otherwise specifically agreed upon in writing by the parties, neither party will hold itself out as an agent, partner or employee of the other. Neither party will have any right to bind the other party. These Terms represent the entire agreement between the parties regarding the subject matter hereof and supersede any and all other agreements between the parties regarding the subject matter hereof. A waiver of any defaults hereunder or of any of the terms and conditions of these Terms will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition. Loox may assign its rights or obligations pursuant to these Terms. User agrees not to assign any rights under these Terms; any attempted assignment will be null and void. If any provision of these Terms will be deemed invalid or unenforceable by a court of competent jurisdiction, such provision will be interpreted to give maximum effect to its terms as permitted under law, and such invalidity or unenforceability will not affect the validity or enforceability of any other part or provision of these Terms which will remain in full force and effect. These Terms will be governed by the laws of Israel without reference to its conflict of law provisions, and the competent courts in Tel Aviv-Yaffo will have exclusive jurisdiction to hear any disputes arising hereunder.