

## LOOX – Terms of Service

Welcome to **Loox**, a web application that provides an online reviews and marketing solution (the "**Application**" and "**Reviews**") for merchants who use the Shopify platform to operate and enhance their e-commerce websites (the "**Merchants**" and "**Websites**"). The Application is owned and operated by Loox Online Ltd. ("**Loox**", "**we**", "**us**", "**our**").

### In a nutshell

The following key points of the Terms of Service are only brought for your convenience. They do not substitute the full Terms.

- **Using the Application.** You may only use the Application if you are an individual with full legal capacity, who owns a Shopify account or duly authorized on behalf of a Merchant to enter into this agreement. You may use the Application for your reasonable business needs and in accordance with these Terms.
- To use the Application, you must subscribe to the Application and accept these Terms of Use.
- **Fees.** Your use of the Application may be subject to payment of applicable Fees, if and as presented to you during subscription or at a later time.
- **Intellectual property.** All legal rights in the Application, including all intellectual property rights, are owned by Loox.
- **User Content.** We do not claim ownership over the Content that you or your Users contribute, but you do give us a right to use it for the purpose of providing you the Application, as well as for our promotional and marketing purposes.
- You may only upload lawful, non-infringing Content on or through the Application. You may not post or upload any objectionable Content of the type described in the Terms below.
- You may only upload authentic reviews and Content received by Users of your product or Application. You may not use the Application to upload any false, misleading, fabricated, or otherwise fraudulent Content.
- We have the right to suspend your use of the Application, if you do not comply with these Terms, including if you upload Content that allegedly is fraudulent or that infringes on the rights of others.
- **Privacy.** We respect your privacy and your users' privacy. Our [Privacy Policy](#) which is incorporated to these Terms by reference and explains the privacy practices of the Application.
- We do not provide any data back-up services.
- **Law & jurisdiction.** Use of the Application is governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the competent courts in the District of Tel-Aviv-Jaffa.
- THESE TERMS INCLUDE ADDITIONAL PROVISIONS THAT YOU SHOULD CAREFULLY READ, SUCH AS PROVISIONS REGARDING WARRANTY, LIMITED LIABILITY, INDEMNIFICATION AND ASSIGNMENT.

## **Agreement**

Please carefully read the following Terms of Service (the "**Terms**"). By accessing, installing or using the Application, you agree to be bound by the Terms. If you do not agree to the Terms, you may not use the Application.

## **Who may use the Application?**

You may only download, install and use the Application if you are a legal corporation or an individual over the age of 18, with full legal capacity. You represent and warrant that you are 18 years of age or older. If you are entering these Terms on behalf of a company or another legal entity, you represent that you are duly authorized on behalf of such entity to enter into this agreement and that you or the Merchant are the owners of the Website in respect of which you are utilizing the Application (you and the Merchant will be collectively referred to as "**you**" or "**your**").

## **Use**

Subject to these Terms, you may download, install or use the Application, exclusively for your reasonable business needs. You will need to subscribe in order to use the Application. To subscribe to the Application, you must sign in to your Shopify account, install the Loox Application <https://loox.app/> through the Shopify App Store and choose a plan for your Website ("**Your Subscription**").

Your use of the Shopify account and store is governed by Shopify's respective terms of service, not by these Terms. You bear the sole and exclusive responsibility for complying with those other terms of service. You are solely responsible and liable for all activities performed in or through the Application with or through your Shopify account and Your Subscription.

## **Fees and Billing**

We may offer the Application (or some of its features) on a trial-basis, free-of-charge, which may be time-limited. Beyond this trial-basis, the Application may be offered subject to your payment of applicable fees (the "**Fees**"), in accordance with the packages, schemes and amounts presented to you upon subscribing to the Application or at a later time ("**Plans**"). We may transform a free of charge section of the Application to a fee-based service and will seek your consent to the payment of those Fees. If you do not consent, we may terminate Your Subscription.

All Fees are quoted in US Dollars, unless expressly stated otherwise.

If applicable, we will charge you for Fees using the payment method you provide ("**Billing Information**"). You represent and warrant that you are lawfully permitted to use your selected payment method. You must keep the Billing Information you provided to us current, complete, and accurate, and notify us promptly in case of any change in your Billing Information.

By subscribing to the Application and choosing your Plan, you give your consent to being billed for the Fees, in addition to any applicable taxes and surcharges or commissions charged by the payment processor. All amounts payable to us are exclusive of any excise, sales tax, VAT, withholding tax or other governmental charges or transaction charges. You are responsible for the payment of all such applicable taxes or charges.

The Fees you pay are non-refundable. You are responsible for paying all applicable Fees whether or not you actually used or otherwise benefited from the Application.

Your Billing Information may be processed and handled through relevant third-party payment processors and therefore subject to the terms and conditions of these third parties pursuant to your contractual relations with them.

### **Termination and suspension**

#### Termination by you

You may terminate these Terms at any time by removing the Application from your Shopify account.

#### Termination by Us

In addition to any remedies that may be available to us under any applicable law or these Terms, if we believe that you misused the Application, provided false or fraudulent Content, or otherwise breached these Terms, we may, in our sole discretion, limit, suspend or terminate your use of the Application, and take technical and legal measures to keep you from using the Application.

#### Effects of Termination

Upon termination, you must discontinue any and all use of the Application. Following termination, you will not be able to access the Application, as well as use or access the Reviews or Content (as defined below). Without derogating from the above, you may export your Reviews and Content to another tool prior to termination. Termination of these Terms will not preclude our continued use of the Content you provided to us prior to termination for promotional purposes, in accordance with the rights you granted us in these Terms.

See our [privacy policy](#) for details regarding retention and deletion of your personal information.

The following sections shall survive any termination, or expiration of the Terms: Fees and Billing, Effects of termination, Content and dealings, Your privacy, Intellectual property, Limitation of Liability, Indemnification, Governing Law & Jurisdiction, General.

### **Content and dealings**

When you use the Application to enable Users to post Reviews on the Website about Products, the Application will use and process such Reviews in textual, code, script, audio or visual form (or combination thereof; collectively, the “**Content**”) that you or your Users make available to, upload to, or post on or through the Application. It may include the Merchant’s trademark(s) and additional assets of the Merchant.

We do not claim ownership over the Content. By using the Application to post Reviews on the Website, or by uploading Content on, to or through the Application, you grant us a perpetual, royalty-free, free-of-charge, worldwide, non-exclusive, sub-licensable and transferrable, license to use and display such Content and Reviews (including commercial use as well as copying, modifying, distributing, posting and making derivative works) on or through the Application and on any other online or offline platform or media, for the sole purposes of facilitating the Application and your Website and for our promotional and marketing purposes (the “**Purposes**”). You further waive any claims against Loox or anyone on its behalf relating to any intellectual property rights, including moral rights and rights of attribution, with respect to your Content, used for the Purposes.

When you upload Content to, on or through the Application, or approve Users' Content for uploading, you represent and warrant to us that:

- The Content you upload are authentic reviews originating from Users of your product or Application and is not false or fabricated.
- You are the rightful owner of all rights to such Content, or you are lawfully licensed by all the

rightful owners to upload such Content to, on or through the Application;

- You are lawfully entitled to grant us the licenses in and to such Content, as contemplated by these terms;
- You lawfully obtained the consent of all individuals depicted, shown or referred to in the Content, to include them in the Content and to use that Content for the Purposes and in the manner contemplated by these terms. With respect to minors depicted, shown or referred to in the Content, you lawfully obtained the consent of their parents or legal guardians, as well as such minors approval;
- Creating the Content and uploading it on, to or through the Application, does not infringe any rights of third parties, including intellectual property rights, privacy rights and publicity rights.

### **Feedback**

- We encourage you to provide feedback regarding the Application. We may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

### **Your representations and warranties**

You represent and warrant that:

- You are solely responsible for all customer service, order fulfillment, Product returns, or payment of taxes or charges associated with any Product related to the User Content.
- You shall obtain all permissions and authorizations required by applicable law for the transfer to and use by Loox of your User's private identifiable information for the purpose of providing you with the functionality of the Application, including for sending applicable emails and recommendations on your behalf.

### **Use of the Application and restrictions**

While using the Application, you agree to refrain from –

- Breaching the Terms, Shopify Terms of Application or any other applicable rules and instructions that we may convey with respect to the use of the Application;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing privacy, defamation, spam, copyright, commerce and consumer rights.
- Interfering with, burdening or disrupting the functionality of the Application;
- Breaching the security of the Application or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the Application, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Application;
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect or compile content from the Application;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information of or about other users of the Application.

Without derogating from any of the above, you may not upload, disseminate, transmit or otherwise communicate through the Application any Content which:

- May infringe rights of others, including a person's right to privacy or right of publicity, patents, copyrights, trade secrets and trademarks;
- Is copied from other users of the Application without obtaining their prior consent in writing;
- May include outdated, false, or fabricated information about Products, including false Users' experiences concerning Products and any content about Products that does not originate from Users that have previously purchased the products in good faith (e.g. fake reviews);
- May depict or identify minors, their personal details, their address or ways to contact them, without their legal guardians' explicit consent, as well as such minors' approval, when practically possible;
- May include software viruses, spyware or any other malicious applications;
- May encourage, support, assist, or advise in the commission of a criminal offense or carry an elevated risk of psychological or physiological stress or injury or damage to property;
- May, through posting, publication, dissemination, or making available to the public, be prohibited by any applicable law, including court orders;
- May be threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable;
- Is overtly sexual or pornographic material, defined by Webster's Dictionary as "explicit descriptions or displays of sexual organs or activities intended to stimulate erotic rather than aesthetic or emotional feelings";
- Contains inflammatory religious commentary or inaccurate or misleading quotations of religious texts;
- Is a realistic portrayal of people or animals being killed, maimed, tortured, or abused, or content that encourages violence.
- Include depictions that encourage illegal or reckless use of weapons and dangerous objects, or facilitate the purchase of firearms;
- May include unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.

You may not access or use the Application in order to develop or create a similar or competitive product or Application.

We reserve the right, but are not obligated to, review the Content submitted to the Application, to make sure that it complies with these Terms. We may also review such Content as a result of an inquiry we received alleging that the Content violates the Terms or is otherwise objectionable. If we, in our discretion, determine that the Content you have provided is fraudulent, or otherwise violates these Terms, we may remove it from the Application or your Website, with or without notice to you, may discontinue, terminate or suspend the operation of the Application as it pertains to you, or any part or aspects thereof, temporarily or permanently. If we terminate the operation of the Application, you will be entitled to a pro-rated equitable refund of the Fees you have paid (if any).

### **Fraud prevention; Copyright**

You may only upload Content that is authentic and that is originated from genuine reviews from users of your products. You may not upload any false, misleading or fabricated information about Products, including false Users' experiences concerning Products and any content about Products that does not originate from Users that have previously purchased the products in good faith (e.g. fake reviews). You may not impersonate any person or entity, or make any false statement pertaining to your identity,

employment, agency or affiliation with any person or entity; including, but limited to, by using said entity's trademarks, tradenames, or copying the design of its products.

In addition to any other remedy Loox or any third party may have by law, Loox reserves the right to immediately terminate your account and delete your reviews without prior notice if it receives a complaint of any fraud or deception against you. Loox may report such complaint to the relevant authorities. Loox will bear no responsibility to any damage caused to you by such termination or report to the authorities; and you will indemnify and defend Loox for any third party claim against Loox due to your fraudulent acts or omissions.

If you have any reason to believe that any Content published via the Application is fraudulent or in any way infringes on your rights, please contact us at: [support@loox.io](mailto:support@loox.io)

**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 Application 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 Application 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. All requests to remove content due to copyright infringement, or to object to a request for such removal, must be made in accordance with our [Copyright Policy](#). Loox accepts no responsibility or liability for the content of any site included in any User Content, or otherwise linked to by the Applications, 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

#### **Your and your users' privacy**

We respect your privacy and the privacy of your users. Our [Privacy Policy for Merchants](#), [Privacy Policy for End Users](#), and our [Data Processing Addendum](#) which are incorporated to these Terms by reference explain the privacy practices on the Application.

#### **Intellectual property**

Except for the Content, we and our licensors own all rights, title and interest in and to the Application, including patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith.

Unless as expressly permitted in the Terms, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Application, any part thereof or any of the Content on or of the Application (except for your Content), either by yourself or by a third party on your behalf, in any way or by any means.

You may not adapt or otherwise use, including in any Internet domain name, any name, mark or logo that is similar to our marks and logos. You must refrain from any action or omission which may dilute

or tarnish our goodwill.

### **Requests to remove Content from the Application**

You and third parties may request that we remove Content from the Application (including, where applicable, from your Website). Requests to remove content due to copyright infringement, must be made in accordance with our [Copyright Policy](#). If you find any content uploaded through the Application to be false, fabricated, misleading, or to otherwise violate these Terms of Use, please let us know by contacting us at: [support@loox.io](mailto:support@loox.io). We will review every request and take action as necessary.

### **Changes in the Application; discontinuation**

We may, but are not obligated to, maintain the Application with periodic updates or upgrades. We will determine the frequency and scope of such updates and you will have no plea, claim or demand against us or our directors, officers, employees, agents, advisors, consultants, subcontractors and assignees (collectively, our “Staff”), for any of these updates or the lack thereof.

We may, at any time, without prior notice, change the features of the Application or suspend the operation of the Application, temporarily or permanently, without any liability to you.

### **Support, availability and quality**

The availability, quality and functionality of the Application depends on various factors, including software, hardware and communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free. We may, from time to time, need to interrupt the Application for maintenance and other operational reasons.

WE DO NOT WARRANT THAT THE APPLICATION WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS, GLITCHES OR UNAUTHORIZED ACCESS. You will not receive any compensation or refund for such interruptions.

You acknowledge that the Application DOES NOT provide any data back-up Applications, including with respect to any Content or any other data that you or third parties upload, post or use.

During Your Subscription period, we will, either directly or with the assistance of third parties, provide you technical support for technical questions, problems and inquiries regarding the Application, during our business days and hours, and pursuant to the support scheme, hours and channels separately conveyed to you.

We will attempt to respond to your technical questions, problems and inquiries within a reasonable time. However, we may decline to provide such support for matters that we deem, in our sole discretion, to require unreasonable time, effort, costs or expenses. We make no warranties to any specific response-time or to the successful or satisfactory resolution of the question, problem or inquiry.

### **Changes to the Terms**

We may amend the Terms from time to time. In such case, we will notify you of the amended Terms. Your continued use of the Application after the effective date of the amended Terms constitutes your consent to the amended Terms. The latest version of the Terms will be accessible through the Application. If you do not accept the amended Terms, these Terms will be terminated (see “Effects of

termination" section).

### **DISCLAIMER OF WARRANTY**

THE APPLICATION IS PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". WE AND OUR STAFF DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION, CONTENT, THE REVIEWS, YOUR WEBSITE, YOUR SUBSCRIPTION, THE FEES AND BILLING, THE BILLING INFORMATION, ANY INTERACTION RELATED TO THE APPLICATION, ANY THIRD PARTY SOFTWARE, HARDWARE OR PLATFORM, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, RELIABILITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, AVAILABILITY, SAFETY, SECURITY OR ACCURACY.

### **LIMITATION OF LIABILITY**

ANY AND ALL COMMUNICATIONS AND INTERACTIONS BETWEEN YOU AND THIRD PARTIES (SUCH AS USERS), AND ALL CONSEQUENCES RESULTING FROM THE ABOVE, ARE STRICTLY BETWEEN YOU AND SUCH THIRD PARTIES, AND YOU ASSUME FULL AND EXCLUSIVE RESPONSIBILITY FOR THEM. WE ARE NOT A PARTY TO THOSE COMMUNICATIONS, INTERACTIONS, DEALINGS, ENGAGEMENTS AND TRANSACTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR USE OF THE APPLICATION IS AT YOUR OWN SOLE RESPONSIBILITY.

WE, INCLUDING OUR STAFF, SHALL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE APPLICATION, THE CONTENT, THE REVIEWS, YOUR WEBSITE, THE FEES AND BILLING, THE USE OF, OR THE INABILITY OF YOU OR THIRD PARTIES TO USE THE APPLICATION, AND YOUR SUBSCRIPTION, OR ANY COMMUNICATION OR INTERACTIONS WITH THE APPLICATION, OR ANY COMMUNICATIONS, INTERACTIONS, DEALINGS, ENGAGEMENTS AND TRANSACTIONS WITH OTHERS ON OR THROUGH THE APPLICATION, OR YOUR RELIANCE UPON THE APPLICATION OR ANY CONTENT UPLOADED OR AVAILABLE TO THE APPLICATION, OR ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE APPLICATION, OR ANY RELIANCE MADE BY YOU ON THIRD PARTY SOFTWARE, HARDWARE OR PLATFORM, OR ANY FAULT, OR ERROR MADE BY OUR STAFF, OR ANY DENIAL OR CANCELANATION OF YOUR SUBSCRIPTION, OR RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF CONTENT ON THE APPLICATION.

TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID YOU PAID (IF ANY) IN CONNECTION WITH THE APPLICATION, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIMED DAMAGE.

### **Indemnification**

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, us and our staff, at your own expense and immediately after receiving a written notice thereof, from and against any damages, loss, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, allegation or demand, arising from, or in connection with your use of, or inability to use, the Application, your Website, any Content, your breach of the Terms, your fraudulent acts, or your breach of any other terms, rules or regulations applicable to the Application.

## **Publicity**

You agree that Loox may reveal the fact that you are using the Application, including by displaying your name and logo on Loox's website and other marketing materials.

## **Links and Commercial Information in the Application**

The Application may contain links to content published on other websites or external sources, provided by third parties. By linking to a certain Website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third party Websites or content, or their availability.

## **Governing Law & Jurisdiction**

Regardless of Your place of residence or organization, or where you access or use the Application from, these Terms and your use of the Application will be exclusively 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-Jaffa district will have exclusive and sole jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Application and its use, and with respect to any matter relating to the validity, applicability, performance or interpretation of these Terms. You and us, each, hereby expressly consent to personal jurisdiction in Israel and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may also lodge a claim against you: (a) pursuant to the indemnity clause above, in any court adjudicating a third party claim against us; and (b) for interim, emergency or injunctive relief in any other court having general jurisdiction over you.

## **General**

These Terms constitute the entire agreement between you and us concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

No waiver, concession, extension, representation, alteration, addition or derogation from the Terms by us, or pursuant to the Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative.

Failure on our part to demand performance of any provision in the Terms shall not constitute a waiver of any of our rights under the Terms.

You may not assign or transfer your rights and obligations under the Terms without our prior written consent, which consent shall not be unreasonably withheld. Any attempted or actual assignment by you, without our prior consent, shall be null and void. Notwithstanding the provisions of the Assignment of Obligations Law-1969, we may assign these Terms in their entirety, including all right, duties, liabilities and obligations therein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of its equity or assets relating to the Agreement. By virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities and obligations.

The section headings in the Terms are included for convenience only and shall take no part in the interpretation or construing of the Terms.

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of the Terms shall continue to remain in full force and effect.

**Contact Us**

At any time, you may contact us with any question that you may have with respect to the Application, at: [support@loox.io](mailto:support@loox.io).

**Last updated: November 1st, 2020.**