

Terms of Use

Last Updated: June 1, 2022

IMPORTANT, PLEASE READ CAREFULLY: YOUR USE OF AND ACCESS TO MYZONE MOBILE APPLICATION) (THE “**APP**”) AND THE WEBSITE: www.tomyzone.com (THE “**WEBSITE**”), (THE APP AND THE WEBSITE, COLLECTIVELY THE “**SERVICES**”) WHICH ARE OWNED AND OPERATED BY ToMyZone LTD. (“**MYZONE**”, “**WE**”, “**OUR**”, OR “**US**”) ARE CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE THESE TERMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING THE “I AGREE” BUTTON/BOX, YOU ACCEPT THE MYZONE’S TERMS AND CONDITIONS AND THE MYZONE’S PRIVACY POLICY, OR BY UTILIZING THE APP YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THE MYZONE’S COPPA NOTICE, ALL EXHIBITS AND INCORPORATED POLICIES (THE “**TERMS**”). BY ACCEPTING THE TERMS OF THE WEBSITE BY THE REGISTRATION PROCESS YOU, AS AN ADULT (AS DEFINED BELOW) ALLOW AND APPROVE YOUR AND/ OR ANY OTHER CHILD ON BEHALF OF WHICH YOU ARE AUTHORIZED TO APPROVE TO USE THE APP AND TAKE FULL RESPONSIBILITY FOR SUCH USAGE. THE APP IS NOT AVAILABLE TO PERSONS WHO ARE NOT ACCEPTING OUR TERMS AND CONDITIONS AND/OR THE COPPA NOTICE. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THE TERMS, DO NOT ACCESS OUR SERVICES.

IN THESE TERMS, YOU REFER TO ADULTS (AS DEFINED BELOW) FOR SUBSCRIBING, REGISTERING, AND USING THE SERVICES. AN ADULT USER IS A PERSON OF LEGAL AGE WHO CAN ENTER INTO A CONTRACT IN THE STATE IN WHICH THE USER RESIDES AND/OR IS ABOVE THE AGE OF 18; THE ADULT USER WILL REGISTER THE ACCOUNT ON THE WEBSITE SO THE CHILD WILL BE ABLE TO DOWNLOAD AND USE THE APP. THE ADULT SHALL INSERT THE REQUIRED DETAILS AS DETAILED IN OUR PRIVACY POLICY. BY SUBSCRIBING TO THE SERVICES, REGISTERING FOR THE SERVICES, OR USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOU ARE AN ADULT, AND YOU AGREE TO BE RESPONSIBLE FOR ENSURING THAT ANY CHILD AUTHORIZED BY YOU TO USE AND ACCESS THE SERVICES DOES SO IN ACCORDANCE WITH THESE TERMS.

Your and the child’s right to access and/or use our Services can be terminated if you or the child violate these Terms. We reserve the right to revise these Terms at any time. Your continued use of the Services shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. Any rights not expressly granted herein are reserved. We encourage you to review our Terms and Conditions periodically to review any changes to the Terms.

1. Our App

As part of the Services, we provide a platform for unique learning methodology with different subject units via our App, when the users of the App are children. The child communicates via dialogues, questions, games, video, audio and other graphic elements. As the child progresses, the App allows the child to gain points and redeem rewards.

We permit You, as an Adult, to register your or any other child on behalf of which you are authorized, to the App via our Website. Once you complete the registration process via the Website, you will receive a unique code that the child can use to access the App. The child will be able to start using the App, after downloading the MyZone App from the “Apple” and “Google” virtual stores (together, the “**Platforms**”), inserting the activation code (The “**Account**”), and choosing a nickname and an avatar. .

You will be able to enter into the Website and monitor the child's activities and communications with the App (tasks, feedback, messages received from the system and rewards offered to the child in the App ("Parent Zone")).

All information that you or the child provide or that is otherwise provided to us in connection with your use of the Services, must be true, accurate, current, and complete and you agree to update your information as necessary to maintain its accuracy. You are responsible for keeping your code or other credentials for the App, secret and secure except as required to provide access to your child to the App. You agree to immediately notify us of any actual or suspected unauthorized use of your code or other credentials or any other breach of security and to instruct your child accordingly.

You agree that we have no obligation to provide you with any support or maintenance in connection with the Website or App and that we reserve the right, at any time, to modify, suspend, or discontinue the Website or App (in whole or in part) with or without notice to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Website, App or any part thereof.

2. Cost of Use

Until further notice, we will not charge you for your use of the App. Following the App's launch, the Services will be broader and we will use a Freemium model, in which the User shall have a free trial for a certain period and then will be charged with a monthly subscription fee, via your credit card. When we decide to charge fees, the Terms will be updated accordingly.

3. Awards

During the usage of the App, Your child will be able to earn points for progress in a way of answering questions and completing the tasks. In case the child accumulates a sufficient amount of points, the child will be able to redeem points and receive virtual or physical prizes.

In order to receive a physical prize: (a) The child shall choose a prize within the App that he/she can receive according to the points the child accumulated; (2) The Adult will receive an email that updates on the child's selection and the Adult shall provide details and continue the process of the prize shipment.

4. Your Code

You are responsible for maintaining the confidentiality of your code and account information. You agree that (a) you will provide complete and accurate registration information about yourself and any individual you authorize to access your Account and keep your Account information up to date; (b) you are solely responsible for all activities that occur under your Account also on behalf of the child; (c) you will notify us immediately of any unauthorized Account use; (d) we are in no way responsible for any loss that you may incur as a result of any unauthorized use of your Account and codes; and (e) you will not sell, transfer, or assign your Account or any Account rights.

5. What you are not allowed to do in the Services

You undertake: (A) not to use the Services in a fraudulent, illegal, malicious or negligent manner; (B) not to upload or share anything that infringes the intellectual property rights of another, including

copyrights, moral rights or trademarks; (C) not to perform any action that imposes an unreasonably or disproportionately large load on the related infrastructure; (D) not to upload or share hostile computer codes (such as Trojan horses, worms, etc.) in the App or the Website; (E) not to upload or share in the App or the Website any information which you are not authorized to share, or any information concerning minors (whether by identifying them, or disclosing their personal details or their address and ways of contacting them); (F) not to use offensive or insulting language, etc.; and (g) not to publish commercial or marketing content.

You further agree not to (a) decompile, reverse engineer, disassemble, modify, reduce the App and/ or the Website human-readable form or create derivative works based upon the Service or any part thereof; (b) disable any licensing or control features of the App, (c) merge the Service with another program; (d) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the access to the Services to others, create derivative works from the content available on the Website or App or any part thereof. You may not access or use the Website or App by means of any automated program, expert system, electronic agent or “bot,” and shall not give any other person or entity unauthorized access to the Services. You are prohibited from “scraping”, modifying, copying, republishing, licensing, or selling the data or information on the Services for any purpose whatsoever.

You are responsible to inform your child of the foregoing restrictions and limitations and their compliance therewith.

6. User Content

“**User Content**” means any and all information, data and content that a user submits to, or uses with, the App. You are solely responsible for your and your child’s User Content. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness, or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by us. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Terms or applicable law. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

You hereby grant (and you represent and warrant that you have the right to grant) to us an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, for the purposes of including your User Content in the App. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. You consent to our publication of User Content generated through your account by you or by your child so long as the publication cannot be used to particularly identify you or your child.

We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, suspending or terminating access to the App, and/or reporting you to law enforcement authorities.

Each user of the App is solely responsible for any and all of its own Account User Content. You acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your and your child's interactions with other users are solely between you and such users. You agree that we will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any other user, we are under no obligation to become involved.

7. Privacy

Information collected by us in connection with your use of the Services will be used and maintained in accordance with our posted Privacy Policy www.tomyzone.com/legal/myzone-website-privacy-policy.pdf.

Additional privacy terms in connection with COPPA applicable to the App can be found at the following URL: www.tomyzone.com/legal/myzone-coppa-notice.pdf and are incorporated by reference into these Terms.

8. Reporting Infringement and Other Violations

We respect the intellectual property rights of others, and we prohibit users of our Website and App from (i) submitting, uploading, posting, or otherwise transmitting any materials that violate another person's intellectual property rights, or (ii) engaging in any activities that violate these Terms. Please report any such issues to us through the contact information provided at the end of these Terms.

9. Our Intellectual Property Rights

Excluding any content that you may provide, you acknowledge and agree that all the intellectual property rights, including copyrights, patents, trademarks, design rights related to Myzone and trade secrets in the Website and App and its content are owned by us or our suppliers. All trademarks — nominal or figurative — and all other marks, trade names, service marks, wordmarks, illustrations, images, or logos appearing in connection with Myzone are, and remain, the exclusive property of Myzone or its suppliers and are subject to the protection granted by applicable laws or international treaties related to intellectual property. Neither the Terms, nor your access to the Website or App, transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth herein. There are no implied licenses granted under the Terms. We grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Website and App for lawful purposes in accordance with our Terms and Privacy Policy. The Website and App contains information owned by (or licensed to) us, including name, logo, text, images, audio/visual works, icons and scripts and other materials provided on or through the App. Except as provided herein or with our express prior written permission, none of the information provided by the Website or App may be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes. Trademarks that may be referred to in the Website or App are the property of Myzone or their respective owners. Nothing in the Website or App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our prior written permission in each instance.

If you provide us with any feedback or suggestions regarding the Website or App ("**Feedback**"), you hereby assign to us all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner we deem appropriate. We will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to us any information or ideas that you consider to be confidential or proprietary.

For the avoidance of doubt, it is hereby clarified that the Platforms will not be in any way responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim.

10. General Terms

You hereby warrant, represent and undertake as follows:

You will use the App and or the Website according to the terms herein and not abuse the Account and/or the Services.

(i) These Terms are concluded between You and Myzone, and not between you and Apple Inc. or any of its respective affiliates and/or subsidiaries (together shall be referred to, above and hereinafter, as "**Apple**"), or between You and Google Inc. or any of its respective affiliates and/or subsidiaries (together shall be referred to as "**Google**"); (ii) Your use or your child's use of the Services on the mobile device is subject to Platform's respective terms and conditions as available in the applicable virtual stores (as may be amended from time to time by any of the Platforms), and You agree to be bound by such terms; (iii) the Platform disclaims any and all responsibilities and warranties for: (a) the license granted herein by Myzone for the use of the App; (b) the User Content and any use of it by Myzone and/or by third party's acting on its behalf; (c) maintenance and support services with respect to the App. In case of any problem, bug or other malfunction you can contact us (see contact details below); (iv) Subject to section 12 below, in the event of any failure of the App to conform to the limited warranty herein (if and to the extent applicable), you may notify the relevant Platform, and subject to such Platform's terms, the applicable Platform will refund you the purchase price for the App (in accordance with section 2 of the terms, if applicable) and to the maximum extent permitted by applicable law, such refund will be provided as a sole and exclusive remedy from such applicable Platform. Other than that, the Platforms disclaim any and all warranties or obligations whatsoever with respect to the App; (v) any claims you may have regarding the App (such as product liability, consumer protection, applicable legal or regulatory requirements etc.), shall not, in any case, be addressed to the Platforms, but rather to Myzone; (vi) By downloading the App you hereby warrant and represent that you are not located in a country that is subject to U.S. Government embargo, or otherwise designated by the U.S. Government as "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Links to other sites

The Services may contain links to third party sites and applications. Access to any other website or application referenced in the Website or App is at your own risk and we are not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on other sites or applications. We provide these links merely as a convenience and the inclusion of such links does not imply an endorsement, recommendation or approval. The content, accuracy, opinions expressed and other links provided by other sites and applications are not investigated, verified, monitored or endorsed by us. If you decide to visit, or transact business at any other site or application, you do so at your own risk and it is your responsibility to take all protective measures. The third party sites and

applications are not controlled by us, and may have different terms of use and privacy policies, which we encourage you to review.

12. Disclaimer of Warranties; Limitation of Liability

YOUR AND YOUR CHILD'S USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON "AS IS" BASIS WITHOUT A REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITE OR APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT OR INDIRECT, ACTUAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE FROM THE APP. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE SERVICES MAY BECOME INACCESSIBLE OR THEY MAY NOT FUNCTION PROPERLY WITH USERS' WEB BROWSER, MOBILE DEVICE, AND/OR OPERATING SYSTEM. MYZONE CAN NOT BE HELD LIABLE FOR ANY PERCEIVED OR ACTUAL DAMAGES ARISING FROM THE SERVICES CONTENT, OPERATION, OR THE USE OR INABILITY TO USE OF THE SERVICES.

WITHOUT LIMITING THE FOREGOING, YOU ARE AWARE THAT THE APP IS HOSTED IN THE PLATFORM'S VIRTUAL STORES. MYZONE WILL COMPLY WITH ANY INSTRUCTION RECEIVED FROM THE PLATFORMS, WHICH MAY RESULT IN CHANGES IN THE APP, THE REMOVAL OF THE APP FROM THE VIRTUAL STORES (WHETHER TEMPORARILY OR PERMANENTLY, AND WHETHER IN WHOLE OR IN PART), AND MAY AFFECT ITS AVAILABILITY. MYZONE DOES NOT WARRANT THAT THE APP WILL BE AVAILABLE, FREE OF BUGS, ERRORS, VIRUSES, OR OTHER DEFECTS, AND MYZONE SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE THE APP.

Myzone may be entitled, in its sole discretion, to remove the App from the Platforms' virtual stores at any time and for any reason. In addition, Myzone shall be entitled to change the scope of the App, add and/or omit some features, charge for the use of the App, and/or execute any other action, at Myzone's sole discretion.

We may update our Services from time to time, but it will not necessarily be complete or up-to-date. Although it is our intention for the Services to be available as much as possible, there may be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We may remove any content from the Services for any reason, without prior notice. Content removed from the Services may be deleted by us or may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order or similar legal process.

We reserve all rights, defenses and permissible limitations under the law of your state of residence. For New Jersey Residents: Notwithstanding any term herein, these Terms do not limit your rights or our obligations under any applicable statute or law, including types and amounts of recovery; nor do they excuse us from any duty to avoid causing harm by means of gross negligence, recklessness, or

intentional misconduct; nor do they disclaim our duty of care to our invitees; nor do they require you to defend and indemnify us in the event that any loss is caused by our negligence.

Without derogating from the foregoing, we disclaim liability for: the content and the User Content and any specific functionalities of the Services; Your use of or inability to use the Services, or the performance of the Services; The failure of a child user to learn or otherwise benefit educationally from their use of the Services; Any action taken in connection with an investigation by Myzone or law enforcement authorities regarding your access to or use of the Services, including any specific functionalities of our Services; Any action taken in connection with copyright or other intellectual property owners or other rights owners; Any errors or omissions in the Services' technical operation; or Any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, inaccuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if We were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action of contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, force majeure, telecommunications failure, or destruction of the Services).

13. Indemnification

You agree to indemnify us and hold us harmless from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys' fees, resulting, whether directly or indirectly, from your violation of these Terms, your use of the Services or activities in connection with the Services, including any specific functionalities of our Services; your violation of any law, rule or regulation; You also agree to indemnify us and hold us harmless from and against any and all claims brought by third parties arising out of your use of the App and the content you submit to the Website by any means, including without limitation through a posting, a link, reference to other content, or otherwise. If any child you authorize to use or access the Services disaffirms any or all of these Terms, you agree to defend, indemnify and hold us harmless for any damages we suffer by the child's disaffirmance.

14. Age Restriction

The Website is not intended for individuals which are not Adults (as defined above). If you believe we may have information from or about an individual who is inconsistent with the definition of "Adult" in connection with the Website or in connection with the registration process therein, please contact us at the contact information provided below.

15. Third Party Beneficiaries

The Platforms shall be considered as third-party beneficiaries of these Terms and shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

16. Governing Law; Jurisdiction and Class Action Waiver

THE LAWS OF THE STATE OF ISRAEL WILL GOVERN THESE TERMS AND ANY DISPUTE RELATING TO THE WEBSITE, APP OR SERVICES, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS. YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF TEL AVIV IN RELATION TO ANY CLAIM, DISPUTE OR DIFFERENCE ARISING FROM THESE TERMS, AND YOU AGREE TO WAIVE ANY RIGHT OF REMOVAL OR TRANSFER WHETHER DUE TO FORUM NON CONVENIENS OR OTHER REASON.

WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AGREE THAT EACH PARTY TO A DISPUTE HEREUNDER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS CAPACITY AS AN INDIVIDUAL AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED REPRESENTATIVE ACTION. UNLESS BOTH OF YOU AND US AGREE, NO JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

We make no representation that the Services are appropriate or available for use in all jurisdictions. Access to any part of the Services from jurisdictions where such access is illegal is strictly prohibited. If you choose to access the Services from such jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws.

17. Entire Agreement

You agree that (i) you have read and have understood and agree to be bound by these Terms, (ii) these Terms, together with our posted Privacy Policy, which is incorporated herein by reference, constitute the complete and exclusive statement of the agreement between you and us, and supersedes all other proposals or prior agreements oral or written, and any other communications relating to the subject matter of these Terms.

If any provision of these Terms is found unenforceable, it shall not affect the validity of the remainder of these Terms, which shall remain valid and enforceable according to its terms, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services.

The communications between you and us use electronic means, whether you use the Services or send us emails, or whether we post notices on the App or Website or communicate with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

Neither party will be responsible to the other for any delay in performing under the Terms which results from civil disturbance, undeclared or declared war or other hostilities, acts of terrorism, acts of anarchy, labor strikes or interruptions, earthquakes or other acts of Nature or acts of God, governmental orders, diseases, pandemics, or any cause beyond the reasonable control of such party.

18. Contact Information

If you have any questions, concerns or comments about these Terms or our Services, please email us at support@ToMyZone.com.