

Terms and Conditions

These Terms and Conditions (the “**Agreement**”) constitute the legal agreement between you and MySize Inc (the “**Company**”), when you use the Product.

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS BEFORE ACCEPTING THE TERMS AND USING THE PRODUCT AS THEY AFFECT YOUR RIGHTS AND LIABILITIES.

1. Definitions

- 1.1. “**Product**” shall mean the MySizeID software, products, and services developed by the Company and which are licensed to you to be part of the Application and/or accessed from the Application.
- 1.2. “**Application**” shall mean the mobile and/or desktop website and/or application operated by or on behalf of you.

2. General

- 2.1. Subject to this Agreement, the Company hereby grants you, and you hereby accept, a non-exclusive, nontransferable license, to use the Product solely and exclusively to display a branded version of the Product on the Application.
- 2.2. By registering with the Company and/or by using the Product, you agree to be bound by this Agreement in its entirety and without reservation. As such, this Agreement constitutes a binding legal document between you and the Company and this Agreement shall govern your use of the Product at all times.
- 2.3. The Company reserves the right to suspend, modify, remove or add to the Product in its sole discretion with immediate effect and without notice. The Company shall not be liable for any loss suffered by you resulting from any changes made, and you shall have no claims against the Company in such regard.

3. Acceptance of Terms and Conditions

- 3.1. If you do not agree to any of the provisions of this Agreement, you should immediately stop using the Product.
- 3.2. We reserve the right to amend, modify, update and change any of the terms and conditions of this Agreement from time to time and we will notify of any such amendment, modification or change by publishing the new version of this Agreement on our website. Any modified version of this Agreement will take effect upon publication on our website (unless stated otherwise by us) and your continued use of the Product will be deemed to constitute your acceptance of the changes to this Agreement. It remains your responsibility to ensure that you are aware of the correct and current terms and conditions of this Agreement and we advise you to check for updates on a regular basis.

- 3.3. You undertake to include in any agreement with any relevant third party (including in the standard “terms of use” of the Application, as may be amended from time to time), appropriate provisions in accordance with this Agreement, so that the provisions of this Agreement, shall apply, mutatis mutandis, to your customer and/or any third party using our Product.

4. Consideration

- 4.1. In consideration of providing the Product, Company shall be entitled to consideration as agreed between you and the Company. Notwithstanding the foregoing and for the sake of clarity it is hereby stated and agreed that in the event that you request any products, services or deliverables in addition to the Product, you shall be obligated to pay for such products, services or deliverables in such amounts as shall be agreeable between you and the Company.
- 4.2. The consideration shall be paid on a monthly basis. Under no circumstances, including, but not limited to, termination of this Agreement during a calendar month, will the Company make any refund in respect of any payment (including, but not limited to, the consideration) made to it by you.
- 4.3. You shall be solely liable for any tax (including, but not limited to, VAT), charge or levy imposed in respect of the receipt of any sum due and payable under this Agreement. All sums to which Company is entitled in accordance with this Agreement are exclusive of any tax (including, but not limited to, VAT), charge or levy (including by way of withholding tax); in case in which any sums to which the Company is entitled in accordance with this Agreement are subject to any tax (including, but not limited to, VAT), charge or levy, then such sums shall be increased so as to compensate Company in a manner which will allow Company to receive the same sum as it would have received if no such tax (including, but not limited to, VAT), charge or levy were imposed.

5. Intellectual Property

- 5.1. "**Intellectual Property Rights**" shall mean, pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in the Product), and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.
- 5.2. You hereby acknowledges and agrees that between you and the Company, all of the Intellectual Property Rights with respect to, resulting from or associated with the Company’s business and activities, including, without limitation, the Product and any derivative work or other enhancement or improvement thereof, as may be from time to time, are and shall remain the sole property of the Company, and all right, title, and interest in and to any of the above are and shall remain the sole property of the Company. Nothing herein shall be deemed to limit the Company’s right to use, for any purposes, any part of the Product and any derivative work or

other enhancement or improvement thereof or to enter into any agreement with any third party, including with respect to the Product.

- 5.3. You will not copy, reproduce, duplicate, disassemble, decompile, transmit, manipulate, modify, convert, alter, change, decrypt, reverse engineer, recreate or generate the Product or any portion thereof, or otherwise exploit the use of the Product without prior express written consent of the Company, and you will not use in any way Company's name, brand, logo, domain name, trademarks, etc. without prior written consent of the Company.
- 5.4. You hereby grant the Company with the right to refer to this contractual arrangement and to the licensing of the Product in its corporate and marketing literature, including, but not limited to, the use of your name, brand, logo and/or domain name.

6. Website Content Control

The Company takes no responsibility and assumes no liability for any content located in the Application, and the Company has no obligation to monitor such content or Application. You are therefore responsible and liable for the removal of any such content that is in violation of this Agreement and ensuring compliance with this Agreement. You hereby agree that the content and information in the Application shall be in accordance with applicable laws and in full compliance with third party propriety rights in regards to such content or information.

7. Your Representations and Undertakings

You represent, warrant, covenant and agree that:

- 7.1. You are fully able and competent to enter into the terms, conditions, obligations, representations and warranties set forth in this Agreement;
- 7.2. All information you submit to us is true, correct, accurate and complete and you will maintain the accuracy of such information and inform us of any changes and/or inaccuracy immediately upon such change or discovery thereof;
- 7.3. You have verified and determined that your use and the use of any third party on your behalf, including but not limited to your customers, of the Product does not violate any laws or regulations of any jurisdiction that applies to you;
- 7.4. You shall use the Product in complete accordance with the terms and conditions of this Agreement, as amended from time to time;
- 7.5. You are solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with your and your customers' use of the Product;
- 7.6. You shall use the Product only in good faith towards the Company. In the event that the Company deems that you have been using the Product in bad faith the Company shall have the right to remove any widget or link or any other connection to the Product; and
- 7.7. You hereby agree to receive from us communications electronically, and waive any argument or claim you may have in respect of the form of communication (including, but not limited to, any legal requirement re written documents).

8. Obligations of the Company

- 8.1. The Company does not represent that any of the descriptions of the Product are accurate, complete, current or without errors. You hereby waive any claim or argument you may have in case in which the description of the Product in the Application is not accurate, complete, current or without errors.
- 8.2. The Company is not obligated to check whether your customers are using the Product in accordance with this Agreement, as updated from time to time.

9. Privacy

- 9.1. By virtue of this Agreement, Company may Process Agreement Personal Data on your behalf.
- 9.2. By virtue of the Agreement, you are considered as the Controller and the Company is considered as the Processor with regards to the Agreement Personal Data.
- 9.3. You have obtained all required consent from the Agreement Data Subjects and have complied with all Applicable Privacy Laws in order to allow the Company to Process the Agreement Personal Data in accordance with this Agreement.
- 9.4. For the purposes of this section 9, the following words and phrases shall have the meanings set out beside them:
 - 9.4.1. "**Applicable Privacy Laws**" shall mean EU Privacy Laws and, to the extent applicable, the data protection or privacy laws of any other country.
 - 9.4.2. "**Agreement Data Subject**" shall mean natural persons to which Agreement Personal Data relates.
 - 9.4.3. "**Agreement Personal Data**" shall mean any Personal Data Processed by the Company pursuant to or in connection with this Agreement.
 - 9.4.4. "**EU Privacy Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each EU member state and as amended, replaced or superseded from time to time, including by the GDPR and laws, rules and guidelines implementing or supplementing the GDPR.
 - 9.4.5. "**GDPR**" shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
 - 9.4.6. "**Controller**", "**Processor**", "**Personal Data**" and "**Processing**" shall have the meanings ascribed to them in the GDPR.

10. No Warranty

- 10.1. The Product and any content whatsoever within are provided "As Is". The Company makes no warranty or representation, express or implied, including but not limited to implied warranties and conditions of merchantability, satisfactory quality, non-infringement, fitness for a particular purpose, completeness or accuracy of the Product. The entire risk as to the use, operation, quality and performance of the Product lies with you.
- 10.2. The Company makes no warranty that the Product and/or its content will meet your requirements and or your customers' requirements, or will be uninterrupted, secure or error-free, that defects will be corrected, or that the Company's software or the server that makes it available or any electronic communication sent by the Company are free of viruses or other harmful content or makes any representations regarding the Product's functionality, accuracy and/or reliability.
- 10.3. In the event of systems or communications errors, viruses or other harmful content relating to your account or other elements of the Product or resulting in loss of data by you or any other damage to your computer equipment or software, the Company shall in no way be liable to you.
- 10.4. The Company shall not be liable for any acts or omissions made by your internet service provider or other third party with which you have contracted to gain access to the server that hosts the Application.

11. Limitation of Liability

- 11.1. You agree that you are free to choose whether to use the Product and do so at your sole option and discretion.
- 11.2. Without derogating from section 10 above, in no event shall the Company be liable to you or to any third party (including but not limited to your customers) in contract, tort, negligence, or otherwise, for any direct and indirect loss or damage whatsoever arising from or in any way connected with your, or any third party's, use of the Product, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage). Without derogating from the above, the Company shall not be liable in any way or manner whatsoever in connection with the use of the Product by your customers and any purchases made by your customers following the use of the Product, including, but not limited to, where the Product malfunctioned and/or provided any erroneous results.
- 11.3. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or take down of the Product.
- 11.4. You agree that, in the event that the Product fails to operate correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, any person's misuse of the Product or any error or omission beyond our control, the Company will not be responsible for any loss that may result from such events.
- 11.5. The limitation of liability according to this Section 11 shall apply to the Company's subsidiaries, as well as to the Company's and subsidiaries' affiliates,

directors, officers, employees, agents, shareholders, partners, members, and other owners.

12. Force Majeure

The Company will not be liable for non-performance or delay in performance under this Agreement caused by any event beyond its direct control including, but not limited to: internet failures, electrical power failure, strikes, labor disputes, labor or material shortages, war, hostilities, acts of terrorism, blockage, revolutions, riots, civil insurrection, national emergency, epidemics, fire, flood, earthquake, force of nature and adverse weather conditions, explosion, embargo, acts of governmental authorities, strikes or any “act of God”. It is hereby clarified that this provision is in addition (and not in alternative) to Section 11 above.

13. Indemnification

You hereby agree to indemnify and hold harmless the Company and its subsidiaries, as well as their affiliates, directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "**Losses**") insofar as such Losses (or actions in respect thereof) arise out of or are based on any of the following: (i) any misrepresentation of a representation or warranty or breach of any obligation and agreement made by you herein, or (ii) any claim related to your use or your customers' use of the Product, or (iii) any claim related to the Application and/or the Product, including, without limitation, their development, operation, maintenance and content therein.

14. Duration and Termination

- 14.1. This Agreement shall come into force upon your first use of the Product and/or the Application, and shall continue in force until terminated in accordance with its terms.
- 14.2. The Company may terminate this Agreement immediately without notice:
 - (a) if for any reason the Company decides to discontinue to provide access to the Product in general or specifically to you;
 - (b) if you have breached any of the terms of this Agreement;
 - (c) if your use of the Product has been in any way improper or breaches the spirit of this Agreement; or
 - (d) for any other reason we see fit.
- 14.3. The right to terminate this Agreement according to this section shall not prejudice any other right or remedy of the Company in respect of the breach concerned (if any) or any other breach.
- 14.4. Either party may terminate this Agreement without the need to show cause; you – by removing the Product from the Application, and the Company – by blocking

the use of the Product via the Application, upon a 48 (forty eight) hours advance notice. Notwithstanding the above, if the Product is blocked and/or removed after the beginning of a calendar month, you shall be liable for paying the consideration for that calendar month.

- 14.5. Subject to Section 14.4, upon the termination of this Agreement for any reason, except as otherwise provided in this Agreement and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement. Upon termination of this Agreement, you are to remove any reference to the Product in the Application.

15. Miscellaneous

- 15.1. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the provision deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.
- 15.2. No waiver by the Company of any breach of this Agreement shall be construed as a waiver of any other breach of this Agreement.
- 15.3. Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties, including, but not limited to, your customers.
- 15.4. Nothing in this Agreement shall be construed as creating any agency, employment, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.
- 15.5. This Agreement contains the entire agreement between the Company and you relating to the Product and supersedes any and all prior agreement between the Company and you in relation to the same. You confirm that, in agreeing to accept this Agreement, you have not relied on any representation by the Company that is not explicitly contained in this Agreement.
- 15.6. The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, at its discretion.
- 15.7. You may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under this Agreement.
- 15.8. In this Agreement, "you" or "your" or "user" means any person who uses the Product and/or places it in its Application in accordance with this Agreement. Unless otherwise stated, "we", "us" or "our" refers collectively to the Company and its subsidiaries, as well as their affiliates, directors, officers, employees, shareholders, agents and contractors.

16. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Israel (without regard to its conflict of laws' provisions) and shall be subject to the

jurisdiction of the courts of the Central District, Israel, which jurisdiction shall be exclusive.

17. Language Discrepancies

This Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail.