

ShopBooster Terms of Service (End Users)

ShopBooster Ltd. ("**ShopBooster**" or "**us**", "**our**", "**we**") provides an online reviews and marketing solution which enables users to share reviews and/or interact with them on a variety of platforms (the "**Service**").

"**User**" or "**you**" shall mean a person posting a review and/or interacting with reviews on a Merchant Website via the Service. "**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 the following Terms of Service (the "**Terms**") carefully. These Terms govern your access to and use of the Service. By using the Service, you agree to be bound by the Terms. If you do not agree to the Terms, you may not use the Service.

Changes may be made to these Terms from time to time. Your continued use of the Service will be deemed acceptance of any such amended or updated terms.

User Content

"**User Content**" means any material that you upload, transfer, post or make available through the Service when you submit your review, 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 submits through the Service. You shall be solely responsible for the User Content you submit and the consequences of submitting it. We cannot and do not accept any responsibility for the use of your submitted User Content by the Merchants, other Users or any other third party.

We have no obligation to accept, display, review or maintain any User Content. We reserve 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 we are 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 and 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 ShopBooster, its subsidiaries, vendors and Merchants as further explained in our Privacy Policy. ShopBooster 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.

Your 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 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.

Intellectual Property

Except for the User Content, we and our licensors own all rights, title and interest in and to the Service, 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.

License to use User Content

You hereby grant ShopBooster, its affiliates, successors and service providers, and the Merchant, a perpetual, unlimited, nonexclusive, fully sublicensable, transferable, irrevocable, royalty-free, worldwide license to use, reproduce, delete, modify, adapt, publish, translate, display, perform, create derivative works from and/or sell and/or distribute the User Content that you make available on or by means of the Service or otherwise make available to us, in any media formats, all in connection with the operation of the Service throughout the world in any media and without compensation to you.

ShopBooster reserves the right, but not the obligation, to change, condense or remove any User Content from the Merchant Website for any reason or no reason. ShopBooster does not guarantee that you will have any recourse to edit or delete any User Content.

Fraud prevention

You may only upload Content that is authentic and that is your genuine review of the Merchant's Product. You may not upload any false, misleading or fabricated information about Products, including false experiences concerning Products and any content about Products that does not originate from your purchase of the products in good faith (e.g. fake reviews). You may not post multiple reviews about a product you have purchased. If you have received a fee, discount, or any other incentive from Merchant to upload your review, you must disclose that you have received such incentive in return for your review. 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.

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

If you have any reason to believe that any Content published via the Services is fraudulent or in any way infringes on your rights, please contact us at: support@shopbooster.co.

Privacy

We respect your privacy. Our [Privacy Policy](#) which is incorporated to these Terms by reference explains the privacy practices on the Service.

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 Service, your breach of the Terms, your fraudulent acts, or your breach of any other law or regulation.

Disclaimer of warranty

THE SERVICE IS PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS".

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ShopBooster (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, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE ENTIRE LIABILITY OF ShopBooster (OR ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS OR EMPLOYEES) HEREUNDER SHALL NOT EXCEED ONE U.S. DOLLAR.

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 Service 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 Service 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

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 Service, at: support@shopbooster.co.

Last updated: November 1st, 2020.