

Terms of Service

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Pomvom Ltd (“**Pomvom**”, “**we**”, “**our**”, or the “**Company**”) welcomes our website visitors at www.pomvom.com (the “**Visitors**” and “**Website**”), Customers who wish to use the Pomvom Services for their Event(s) (the “**Customer**”) and Customers’ End User(s) who attend Customer’s Events and wish to use the Pomvom Services (“**End User**”)(The Customers, End User, and visitors are also referred to collectively in this document as “**User**” , “**you**” and “**your**”). These Terms of Service are a legally binding contract between you and Pomvom regarding your use of the Service.

By entering, connecting to, accessing or using the Service (as defined below), you acknowledge that you have read and understood the following terms and conditions, including the terms of our Privacy Policy available at www.pomvom.com/privacy.html which describes our policy and practices with respect to our Users privacy, including without limitation, the type of information collected by Pomvom (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Service and you acknowledge that these Terms constitute a binding and enforceable legal contract between Pomvom and you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SERVICE IN ANY MANNER.

By acceptance of the Terms, you represent that any and all information you provide us through the Service is true and accurate. The provision of any false or fraudulent information is strictly prohibited.

THE SERVICE

The Pomvom services provide technology which allows End Users to find and obtain their photos taken in events organized by the Customer (“**Events**”), through the use of facial recognition technology (collectively, the “**Service**”).

Our Website provides you with comprehensive information and resources about the Company’s Services and any other content related thereto (including contact information, videos, text, logos, images, related graphics and other features). In addition, you may choose to contact us through the Website in order to request additional information, and in order to do so you can

contact the Company by sending an email or calling our offices, according to contact details listed under "Contact Us". By sending us this "Contact Us" email you hereby elect to provide us certain User information which shall be treated in accordance with the terms and conditions described in our Privacy Policy available at www.pomvom.com/privacy.html

PLEASE NOTE: CUSTOMER ACKNOWLEDGES AND AGREES THAT POMVOM ACTS ONLY AS A SERVICE PROVIDER. CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ACTIVE, EXPLICIT AND INFORMED CONSENT FROM END USERS AND ANY AND ALL INDIVIDUALS THAT APPEAR IN THE PHOTOGRAPHS YOU SHARE AND/OR TAKE USING THE SERVICE IN ORDER TO UPLOAD SUCH PHOTOGRAPHS AND/OR SHARE YOUR PHOTOGRAPHS WITHIN THE SERVICES.

ACCOUNTS AND REGISTRATION

End User Registration. To use the Service, you must register by providing us with an image of a self-portrait ("**Selfie**"), and following your submission all your photos from the Events shall populate in your photo album. In addition, you may provide us with some additional information (such as your e-mail address) (collectively, the "**End User Account**"). Such email address may be used in order to send you notification of any photographs of you captured in other Events and which you are recognized in. You agree that the information you provide to us is accurate and complete and that you will keep it accurate and up-to-date at all times. You are solely responsible for maintaining the confidentiality of your End User Account. You agree to accept responsibility for all activities that occur under your End User Account. If you have reason to believe that your End User Account is no longer secure, then you must immediately notify us at support@pomvom.com.

Customer's Dashboard. Customers may use Pomvom's Customers platform which enables Customers to see analytics of the End Users' usage of the Services and other related aggregated information (the "**Customers Dashboard**"). Customers may open an Account for the Customers Dashboard following their engagement with Pomvom, using login email and password.

ELIGIBILITY

You must be at least sixteen (16) years of age to use the Service. By agreeing to these Terms, you represent and warrant to us: (i) that you are at least sixteen (16) years of age; (ii) that you have not previously been suspended or removed from the Service; and (iii) that your registration

and your use of the Service is in compliance with any and all applicable laws and regulations. Please note that certain jurisdictions may define minors differently and may prohibit taking photos of minors.

You may however use the Services for different individuals in addition to yourself, which individuals may be under the age of sixteen (16) years of age ("**Minor Dependent(s)**"), only if you are the parent or legal guardian of such Minor Dependent. You hereby acknowledge and agree to these Terms on behalf of such Minor Dependents and you declare to Pomvom that you have all legal authority to bind such Minor Dependent and have the necessary legal capacity, authorizations, consents and approvals (as applicable) provided from or in connection with such Minor Dependent(s).

If you are a Customer representative who is using the Service on behalf of an entity, organization, or company, you hereby represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization.

USER REPRESENTATIONS AND UNDERTAKINGS

You represent and warrant at all times throughout your use of the Website and/or the Service that: (i) you have full authority to agree to these Terms, and there is no restriction, limitation, contractual obligation or statutory obligation which prevents you from fulfilling your obligation under this Agreement; (ii) Customer has obtained, maintained, and has received informed consent from all of your End Users and shall be solely responsible and liable for the maintenance of such consents; (iii) you are in compliance with all applicable laws, rules, and governmental (state, local, and community) and regulatory levies and requirements relating to you and the Service; (iv) you will comply with all applicable international, national, state, regional and local laws and regulations in marketing, including, without limitation and where applicable, laws, regulations and directives applicable to the processing of personal data and on the free movement of such data, the protection of privacy and anti-Spam laws and regulations; (v) your media is in compliance with all applicable laws and does not contain or promote, nor link to, other websites that contain libelous, defamatory, abusive, violent, prejudicial, obscene, infringing, sexually explicit or illegal content; (vi) All Customer's Content (as defined below) does not infringe on any intellectual property rights, rights of publicity, privacy or data protection rights of any third party and are not defamatory, vulgar, pornographic

or obscene; (vii) you do not and will not authorize a third party to do any of the foregoing; (viii) you will not infringe or violate any of the Terms.

USE RESTRICTIONS

There is certain conduct, that is strictly prohibited on and/or with respect to the Website and/or the Service. Your failure to comply with the provisions set forth below may result (at Pomvom's sole discretion) in the termination of your access to the Website and/or the Service and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble the Service (or any part thereof); (ii) use the Service and/or in connection with any spam, unsolicited mail, harassment, wire fraud or similar conduct; (iii) interfere with or violate any other User or other third party's right to privacy or other rights including intellectual property rights, or harvest or collect personally identifiable information about any Users of the Service without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Service, or the servers or networks that host the Service, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Service; (viii) frame or mirror any part of this Site without Pomvom's prior express written authorization; (viii) create a database by systematically downloading and storing all or any of the content from the Service; (x) transfer and/or assign the End User's account, even temporarily, for a third party; (xi) use the Service for any illegal, immoral or unauthorized purpose; (xii) use the Service for non-personal or commercial purposes without Pomvom's express prior written consent.

CUSTOMER'S CONTENT

Customers may share and give access to Pomvom to their and their End Users' information, photos, images, data, text, and other types of works (collectively, "**Customer's Content**") and to publish Customers Content on the Service. Please ensure that when you use the Service, you

respect the proprietary rights including any intellectual property and privacy rights of third parties who have any rights with respect to the Customer's Content you uploaded and/or provided to the Service. Pomvom will not bear any liability for any loss, damage, cost, or expense that you may suffer or incur as a result of or in connection with uploading any Customer's Content.

As long as the Customer's Content is subject to the applicable copyright law, such Customer's Content shall remain at all times, and to the extent permitted by law, your sole and exclusive property. You hereby further acknowledge and agree that the Customer's Content is non-confidential. You understand and agree that you are solely responsible for your User Content and the consequences of posting or publishing such Customer's Content, on the Service, in any way. You hereby warrant that your Customer's Content is true, current, accurate and complete.

You represent and warrant that you are the rightful owner of the Customer's Content you upload to the Service or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such Customer's Content and that such Customer's Content does not infringe any third party's intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights).

IT IS THE USER'S SOLE RESPONSIBILITY TO OBTAIN ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PHOTOGRAPHS AND/OR PERSONAL INFORMATION OF OTHERS WHICH IS PART OF THE CUSTOMER'S CONTENT, AND TO ADHERE TO ANY APPLICABLE STATE AND FEDERAL LAWS REGARDING SUCH INFORMATION.

You expressly agree that the Customer's Content that you upload will not include (i) content or information that is confidential or that is not in the public domain; (ii) any spam, unsolicited promotions, advertising, contests or raffles; (iii) content which is, *inter alia*, unlawful, defamatory, libelous, harassing, offensive, indecent, pornographic, abusive, fraudulent, threatening or vulgar; (iv) content that unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class; (v) content that encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit; or (vi) content that poses a risk to a person's safety, security or

health. The above examples of unlawful and prohibited User Content do not constitute an exhaustive list.

Pomvom is under no obligation to edit or control Customer's Content that you or other Users post or publish, and will not be in any way responsible or liable for Customer's Content. Although Pomvom has no obligation to screen, edit or monitor any of the Customer's Content, Pomvom explicitly reserves the right, at its sole discretion, to remove, edit, or block without giving any prior notice, any Customer's Content available on the Service at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Customer's Content you upload on the Service at your sole expense.

If notified by a User or content owner that Customer's Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the Customer's Content, which we reserve the right to do at any time and without notice. For clarity, Pomvom does not permit copyright-infringing activities on the Service.

WHEN YOU UPLOAD, POST, PUBLISH OR MAKE AVAILABLE ANY CUSTOMER CONTENT, SELFIE OR ANY OTHER INFORMATION ON THE SERVICE, YOU GRANT TO POMVOM (I) AN IRREVOCABLE, PERPETUAL, NON-EXCLUSIVE, ROYALTY-FREE, TRANSFERABLE, ASSIGNABLE, FULLY SUB- LICENSABLE AND WORLDWIDE LICENSE, TO USE, REPRODUCE, DISTRIBUTE, TRANSMIT, CREATE DERIVATIVE WORKS OF, DISPLAY, COPY, MAKE AVAILABLE TO THE PUBLIC AND PERFORM THAT CONTENT, IN CONNECTION WITH THE SERVICE, WHETHER THROUGH THE INTERNET, MOBILE DEVICES OR OTHERWISE, IN ANY MEDIA FORMATS AND THROUGH ANY MEDIA CHANNELS KNOWN TODAY AND DEVELOPED IN THE FUTURE; AND (II) EACH USER OF THE SERVICE HAS A NON-EXCLUSIVE AND ROYALTY-FREE LICENSE TO ACCESS CUSTOMER'S CONTENT THROUGH THE SERVICE AND TO USE SUCH USER CONTENT FOR PERSONAL AND NON-COMMERCIAL PURPOSES. POMVOM SHALL NOT BEAR ANY LIABILITY FOR ANY USE BY ANY THIRD PARTY OF THE CUSTOMER'S CONTENT. IN ADDITION, YOU HEREBY EXPLICITLY WAIVE ANY MORAL RIGHT YOU MAY HAVE IN AND TO THE CUSTOMER'S CONTENT AND FOREVER WAIVE AND AGREE NOT TO CLAIM OR ASSERT ANY ENTITLEMENT TO ANY AND ALL MORAL RIGHTS IN ANY OF THE CUSTOMER'S CONTENT.

You acknowledge and understand that Pomvom may, at its sole discretion, delete or remove any of your Customer's Content made available on the Service. You are solely responsible for the storage of your Customer's Content.

PRIVACY POLICY

Pomvom respects your privacy and is committed to protecting the information you share with it. Our policy, practices and the type of information collected are described in our Privacy Policy available at www.pomvom.com/privacy.html If you intend to connect to, access or use our Services you must first read and agree to the Privacy Policy.

INTELLECTUAL PROPERTY RIGHTS

The Service, the Customer's Content, the design, logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, Pomvom's proprietary software, algorithms and any and all intellectual property rights pertaining thereto, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Service and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), are owned and/or licensed to Pomvom, and are subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions. You may not copy, distribute, display, execute publicly, make available to the public, emulate, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Pomvom's proprietary rights, including Pomvom's Intellectual Property, either by yourself or by anyone on your behalf, in any way or by any means, unless expressly permitted in the Terms.

All logos and other proprietary identifiers used by Pomvom in connection with the Service, ("**Pomvom Trademarks**") are all trademarks and/or trade names of Pomvom, whether or not registered. All other trademarks, service marks, trade names and logos, which may appear on or with respect to the Service belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to Pomvom Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Pomvom Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Pomvom and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Service, and you represent

and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Pomvom marks and logos, whether registered or not.

THIRD PARTY SERVICES

The Service may be linked to through certain third party websites and other third party services (collectively, "**Third Party Services**"). Such Third Party Services are independent from the Service. You hereby acknowledge that Pomvom has no control over such Third Party Services, and further acknowledge and agree that Pomvom is not responsible for the availability of Third Party Services, and does not endorse nor is it responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third Party Services.

You further acknowledge and agree that Pomvom shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third Party Services. Most Third Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third Party Services, their contents and services. We encourage you to read these legal documents carefully before using any such Third Party Services.

THIRD PARTY COMPONENTS

The Service may use or include third party software, files and components that are subject to open source and third party license terms ("**Third Party Components**"). Your right to use such Third Party Components as part of, or in connection with, the Service is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail only in connection with the related Third Party Components. These Terms do not apply to any Third Party Components accompanying or contained in the Service and Pomvom disclaims all liability related thereto. You acknowledge that Pomvom is not the author, owner or licensor of any Third Party Components, and that Pomvom makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Components. Under no circumstances shall the Service or any portion

thereof (except for the Third Party Components contained therein) be deemed to be “open source” or “publicly available” software.

AVAILABILITY

The Service availability and functionality depends on various factors, such as communication networks software, hardware, and Pomvom’s service providers and contractors. Pomvom does not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access error-free.

CHANGES TO THE SERVICE

Pomvom reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the Service (or any part thereof, including but not limited to the Content) without notice, at any time and at its sole discretion. In addition, you hereby acknowledge that the Content provided under the Service may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Pomvom shall not be liable to you or to any third party for any modification, suspension, or discontinuance of our Service.

DISCLAIMER AND WARRANTIES

USER ACKNOWLEDGES BY AGREEING TO THE TERMS HEREIN THAT POMVOM (AND ITS AFFILIATES) PROVIDE NO WARRANTIES AS TO THE PERFORMANCE, CORRECTNESS, FUNCTIONALITY OR SUITABILITY OF THE SERVICE FOR ANY PARTICULAR PURPOSE. POMVOM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE CONTENT AVAILABLE ON THE SERVICE. THE SERVICE (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON- INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

POMVOM AND ITS AFFILIATES, INCLUDING ANY OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, “POMVOM”), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS,

TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SERVICE.

POMVOM DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. POMVOM MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICE AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SERVICE, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

IN NO EVENT SHALL POMVOM AND/OR ANY OF THE POMVOM AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICE, USE OR INABILITY TO USE THE SERVICE, FAILURE OF THE SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, DATA OR PROFITS, THE PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY END USERS AND/OR THIRD PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH JURISDICTIONS.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR POMVOM'S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND EVEN

IF POMVOM AND/OR ANY POMVOM AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL POMVOM'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO POMVOM FOR USE OF THE SERVICE. IF YOU HAVE NOT MADE ANY PAYMENTS TO POMVOM FOR THE USE OF THE SERVICE, THEN POMVOM SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Pomvom and any affiliates of Pomvom from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your use of the Service (or any part thereof); (ii) breach of any term of these Terms by you; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Service; (iv) your violation of any third party intellectual property rights, privacy rights or other rights through your use of the Service or provision of information to the Service (including but not limited to obtaining consents from the requisite parties); and (v) your violation of any applicable law or regulation.

AMENDMENT OF TERMS

Pomvom may change the Terms from time to time, at its sole discretion and without any notice, including the Privacy Policy at: www.pomvom.com. Substantial changes of these Terms will be first notified on the Service. Such substantial changes will take effect seven (7) days after such notice was provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "**Last Updated**" date and your continued use of the Service after the Last Updated date will constitute acceptance of, and agreement to be bound by, those changes. Please note that in the event that the Terms should be amended to comply with any legal requirements, such amendments may take effect immediately and without any prior notice, as may be required by law.

TERMINATION OF SERVICE

At any time, Pomvom may block your access to our Services and/or temporarily or permanently limit, suspend or terminate your access to the Service, for any reason, at its sole discretion, in addition to any other remedies that may be available to Pomvom under any applicable law.

Such actions by Pomvom may be taken if Pomvom deems that you have breached any of these Terms in any manner.

Additionally, Pomvom may at any time, at its sole discretion, cease the operation of our Service or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Pomvom does not assume any responsibility with respect to, or in connection with the termination of our Service's operation and loss of any data. The following provisions shall survive the termination or expiration of the Terms: Section 3 (Eligibility); Section 4 (User Representations and Undertakings); Section 5 (Use Restrictions); Section 7 (Privacy Policy); Section 8 (Intellectual Property Right); Section 9 (Third Party Services); Section 10 (Third Party Components); Section 13 (Disclaimer and Warranties); Section 14 (Limitation of Liability); Section 15 (Indemnification); Section 17 (Termination of Service); and Section 19 (General).

MISCONDUCT AND COPYRIGHT AGENT

We care for your safety and well-being. If you believe a User, including Third Party Providers, acted inappropriately including, but not limited to, offensive, violent or sexually inappropriate behavior or content, please report immediately such person to the appropriate authorities and to us.

Pomvom respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the following information in writing to the Company's Copyright Agent: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information sufficient to permit the Company to locate the material (including URL address or screen capture of such infringing activity); (iv) information so that the Company can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate and, under penalty of perjury, you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. The Company's Copyright Agent can be reached at support@pomvom.com.

GENERAL

These Terms do not, and shall not be construed to create any partnership, joint venture, employer- employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the Service or use of the Service will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Site and/or the Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the District of Tel Aviv, Israel. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without Pomvom's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and Pomvom relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Pomvom. Notices to you may be made via email or regular mail. Our Service may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

CONTACT

If you have any questions (or comments) concerning the Terms or the Service, you are welcome to send us an email to the following address, and we will make an effort to reply within a reasonable timeframe: support@pomvom.com.

By contacting us, you represent that you are free to do so and that you will not knowingly provide Pomvom with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information

provided, shall belong exclusively to Pomvom, and Pomvom may use or refrain from using any such information at its sole discretion.