



THE FOLLOWING TERMS AND CONDITIONS IS AN AGREEMENT (“AGREEMENT”) BETWEEN YOU AND CLICKSPREE LTD. (“CLICKSPREE”) AND SHALL GOVERN YOUR USE OF THE AD SERVICES. THE AGREEMENT SHALL APPLY TO YOU WHETHER YOU HAVE PURCHASED AD SERVICES OR ARE USING ANY OF THE AD SERVICES UNDER A FREE PLAN. BY CHECKING THE BOX “I AGREE”, COMPLETING THE ACCOUNT REGISTRATION PROCESS, SUBMITTING AN ORDER THAT REFERENCES THIS AGREEMENT, AND/OR USING THE AD SERVICES, YOU SIGNIFY THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT THEN YOU MAY NOT USE THE AD SERVICES.

1. DEFINITIONS

- a. “Account” means the account setup for the purpose of accessing and using the Ad Services under this Agreement.
- b. “Ad Services” means the Ad Analytics Service, VideoRails Service, Video Ad Optimization Service, Ad Serving Services, and any other services provided by Clickspree under this Agreement including any Pay Ad Services and any dashboards.
- c. “Ad Serving Services” the service of serving Advertisement by Clickspree (whether through its own network or a third party network).
- d. “Advertisers” such third party advertisers that provide the Advertisements.
- e. “Advertisements” means advertising in any form.
- f. “Ad Analytics Service” means the video advertising analytics services hosted by Clickspree and made available to you under this Agreement.
- g. “Clickspree Technology” means the proprietary Clickspree technology required to enable the Ad Services, including, without limitation, any tags, codes, or api’s made available by Clickspree under this Agreement.
- h. “Order” an insertion order, order form, purchase order, or any similar document, including any online order form, specifying any Ad Services purchased by you and/or otherwise referencing this Agreement.
- i. “VideoRails Service” means the service that enables to create a minimized floating video player, docked on the side of your webpage, that follows the viewer while scrolling.
- j. “Video Ad Optimization Service” means the service that enables you to have Advertisements, Native Call to Actions, or any other content served on your videos.

2. ACCOUNT

To access and use the Ad Services, you must set up an Account. When setting up your Account you must provide current, complete and accurate information. You will at all times be responsible for maintaining the security of your Account. You shall take all necessary steps to protect your Account password from disclosure. You are fully responsible for your own and third party use of your Account. Clickspree will not be liable for any loss and/or damage resulting from your failure to comply with this section. You agree to notify Clickspree immediately upon learning of any unauthorized use of your Account or any other breach of security.

3. LICENSE

Clickspree hereby grants you a limited, revocable, non-exclusive, non-sublicensable license to (i) install, copy and use the Clickspree Technology on your website (as identified in an Order) solely as necessary to use the Ad Services on your website or mobile application; (ii) access and use any

dashboards made available by Clickspree through the Ad Services .

You agree that you will not, nor will you allow any third party to: (i) copy, modify, adapt, translate or otherwise create derivative works of the Clickspree Property; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Clickspree Technology; (iii) rent, lease, sell, assign, sublicense or otherwise transfer rights in the Clickspree Property (iv) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Ad Services, including, without limitation, any viruses, worms, Trojan horses or other harmful code ; or (vi) use the Clickspree Technology or Ad Services for illegal purposes. You will not use the Ad Services on any Website that contains: indecent, obscene, pornographic material, hate speech, unlawful, or any other infringing material.

4. BILLING AND PAYMENT

If you register for pay Ad Services (the “Pay Ad Services”) you shall pay Clickspree the fees described for your plan (“Plan”) in your Order or on the Clickspree Website (the “Service Fees”). To the extent, you are receiving Ad Serving Services then subject to your compliance with the terms of this Agreement, Clickspree shall pay you due amounts based solely based on Clickspree measurements no other data, measurements or statistics of any kind shall be accepted by Clickspree or have any effect under this Agreement. Payments due to you by Clickspree shall be of the Net Revenue only and shall be made within 60 days of the month following the month in which the Ad Serving Services were provided - provided an amount of at least US\$40 is earned and due by Clickspree during such month period. “Net Revenue” means actual revenue received by Clicktale through from Advertisers serving Advertisements through the Ad Services Service after deduction of taxes, rebates, refunds, charge-backs, costs, make-goods and/or other set-offs of any kind. In no event shall Clickspree pay any amounts arising as a result of activity that is deceptive or fraudulent in nature, including, without limitation, clicks without referring URLs, automated clicks by bots or similar device, unreasonable numbers of repeat clicks, solicited by payment, blocked ads (including through blocks of the Clickspree Technology) or any other invalid impression reasonably determined by Clickspree. Furthermore, Clickspree shall have no payment obligation with respect to any Ads served through the Ad Serving Service from which Clickspree does not receive any revenue.

All amounts owed to Clickspree are non-cancellable and fees paid are non-refundable except as explicitly stated otherwise in writing. Any disputes you may have with amount due must be raised 90 days – otherwise it shall be deemed as if you have waived your right of any claim relating to such payment.

All fees payable hereunder, do not include local, state, or federal sales, use, excise, personal property, VAT or other similar taxes or duties, including, without limitation, any withholding tax, and any such taxes, to the extent legally applicable, shall be borne and paid by you. For the avoidance of doubt, you shall not be responsible for any payment of taxes based on Clickspree’s net income.



5. INDEMNIFICATION.

You agree to indemnify, hold harmless and defend Clickspree, at your expense, any and all third-party claims, actions, proceedings, and suits brought against Clickspree or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Clickspree or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your breach of any term or condition of this Agreement, (ii) your use of the Ad Services, or (iii) your violations of applicable laws, rules or regulations in connection with the Ad Services. In such a case, Clickspree will provide you with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. Clickspree reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

6. THIRD PARTIES.

If you are an agency or a party representing a third party ("**Third Party**") including the company you are employed at, you represent and warrant that you are authorized to act on behalf of, and bind to this Agreement, that Third Party (and upon our request shall provide evidence of such).

7. WARRANTIES AND DISCLAIMER OF WARRANTIES.

You represent and warrant that: (a) You have the full right, power, legal capacity, and authority to enter into, deliver and fully perform under this Agreement; and (b) neither the execution, delivery, nor performance of this Agreement will result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which you are bound.

THE CLICKSPREE TECHNOLOGY AND AD SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY CLICKSPREE, EITHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. CLICKSPREE DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, PRODUCE ANY SPECIFIC AMOUNT OF REVENUE OR BE FREE FROM ERRORS OR VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE AD SERVICE. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY.

CLICKSPREE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA COLLECTED THROUGH THE SERVICE), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY

STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF CLICKSPREE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. IN ANY EVENT CLICKSPREE'S TOTAL CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE AMOUNT PAID BY YOU FOR THE SERVICE FOR 1 MONTH PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM OR ONE THOUSAND US DOLLARS (US\$1000).

9. PROPRIETARY RIGHTS NOTICE.

The Clickspree Technology and Ad Services (including any derivatives and enhancements) and all intellectual property rights in the Clickspree Technology and Ad Services and all software, tools, and materials used in connection with the foregoing, are, and shall remain, the property of Clickspree (the "**Clickspree Property**"). All rights in and to the Clickspree Property not expressly granted to you in this Agreement are hereby expressly reserved and retained by Clickspree and its licensors without restriction, including, without limitation, Clickspree's right to sole ownership of its logos, trademarks, trade secrets, databases, reports, and Website.

You agree not to (and not to allow any third party to): (i) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Ad Services for any purpose without the express written consent of Clickspree; (ii) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Clickspree other than in the name of Clickspree; or (iii) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Ad Services.

10. TERM and TERMINATION.

This Agreement shall be in force until the date specified in your Order or until terminated by either party as set forth herein.

At the end of the term specified in your Plan, your Plan will be automatically renewed unless otherwise explicitly stated in an Order Form or if terminated pursuant to the terms herein.

If you wish to terminate your subscription to the Ad Services prior to the renewal of your Plan then you may do so by contacting Clickspree for Account cancellation.

When you cancel your subscription, your Plan will remain active during the then current period specified in your Plan, but your Plan will not thereafter be renewed.

Clickspree, in its sole discretion, has the right to suspend or terminate this Agreement and refuse any and all current or future use of the Clickspree Technology and/or Ad Services at any time as a result of your breach of this Agreement or for any other reason.



Upon any termination or expiration of this Agreement, Clickspree will cease providing the Ad Services to you, and you will delete all copies of Clickspree's Technology from all web pages under your control and certify thereto in writing to Clickspree within three (3) business days of such termination. In the event of any termination (a) you will not be entitled to any refunds of any usage fees or any other fees (except as explicitly otherwise provided in writing), and (b) any (i) outstanding balance through the date of termination, and (ii) other unpaid payment obligations will be immediately due and payable in full and (c) all of your data associated with your Account will no longer be available to you.

11. MODIFICATIONS TO AGREEMENT AND SERVICE.

Clickspree reserves the right to modify the terms of this Agreement from time to time. You are therefore encouraged to regularly review the Agreement.

Clickspree may, from time to time, update or make certain modifications to the Clickspree Technology and Ad Services, including, without limitation, removing certain functionalities, changing the layout or adding new features that augment or enhance the current Ad Services ("Updates"). It is hereby clarified that any such Updates, including the release of new tools and resources, shall be subject to the terms of this Agreement. Continued use of the Clickspree Technology and/or Ad Services after any such Updates shall constitute your consent to such Updates. You can review the most current version of this Agreement at any time <http://www.Clickspree.com/terms-use>.

12. SERVICE UPGRADES AND DOWNGRADES.

Any downgrade to your Plan will take effect at the end of the current subscription period specified in your Plan. Any Plan upgrades take effect immediately. Downgrading the Ad Service may cause loss of data associated with your Account for which Clickspree is not liable.

13. GENERAL CONDITIONS.

Technical support may be provided to customers depending on their Plan. If the Plan specifies Technical Support, Account Management (or similar) in general terms it shall mean that Clickspree will use commercially reasonable efforts to provide technical assistance or account management under this agreement, but does not guarantee that all problems will be solved or that any item will be error-free. Additionally, all such support or account management shall be provided only during Clickspree business hours.

Clickspree technical staff may instruct you, from time to time, to perform modifications to your implementation of the Clickspree Technology installed in your Website. You agree to cooperate and perform any required modifications.

You authorize Clickspree to use your company name, logo or other applicable trademarks, at any time, for the purpose of referencing you as a customer on the Clickspree Website or in other promotional marketing materials. If you do not wish to be referenced please contact Clickspree at info@clickspree.com.

14. ADDITIONAL TERMS FOR FREE PLANS AND ACCOUNTS.

Without derogating from and in addition to the terms specified in this Agreement, the following shall apply to all free use of the Ad Services:

Clickspree may offer, from time to time, free access to and/or use of certain Ad Services. Such free access and/or use may not provide you with the full functionality of the Ad Services as available with the various paid Plans. You acknowledge and agree that Clickspree shall have the full right and authority to cease providing the free plans to you, at any time, and for any reason, or for no reason, and to make any modifications to or remove any features and functionalities of the Ad Services. Clickspree shall not be responsible for or liable to you or any third party for any loss of data, including any analysis reports resulting from such cessation or modification of the free plans. Furthermore, any technical support or account management shall be provided (if at all) in Clickspree's sole discretion.

Without derogating from Clickspree's termination rights pursuant to this Agreement, it is hereby clarified that if you have registered for a free Account and have not accessed the Ad Services or performed any activity within the Ad Services for a period of 60 days, Clickspree may terminate your Account and/or permanently remove any related data associated with your Account with or without any prior notice and without any liability to Clickspree.

15. MISCELLANEOUS; APPLICABLE LAW AND VENUE.

Clickspree shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control.

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

This Agreement shall be governed by and construed under the laws of the State of Israel without reference to its conflict of law principles. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Tel-Aviv, Israel.

Any notices to Clickspree must be sent to: info@clickspree.com first class or air mail or overnight courier, and are deemed given upon receipt. The failure of Clickspree to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

You may not assign or otherwise transfer any of your rights hereunder without Clickspree's prior written consent, and any such attempt is void. Clickspree may freely assign its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The relationship between Clickspree and you is not one of a legal partnership relationship, but is one of independent contractors.