

CHEQ ESSENTIALS TERMS OF SERVICE

CHEQ AI TECHNOLOGIES (2018) LTD. AND ITS AFFILIATES ("CHEQ") WELCOMES YOU ("CUSTOMER"). THE FOLLOWING AGREEMENT ENTERED INTO BETWEEN YOU AND CHEQ (THE "AGREEMENT"), STIPULATE THE TERMS AND CONDITIONS OF YOUR USE OF THE SERVICES. THE SERVICES ARE PROVIDED SOLELY FOR YOUR BUSINESS OWN USE. BY ACCESSING OR USING THE SERVICES YOU AGREE TO THESE TERMS. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERM "CUSTOMER" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE LEGAL ENTITY THAT YOU REPRESENT DOES NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND/OR USE THE SERVICES.

THE TERMS OF SERVICE SET FORTH IN:

<https://cheq.ai/terms-of-service/> (THE "MASTER TERMS OF SERVICE") SHALL APPLY TO YOUR USE OF THE SERVICES HEREUNDER.

IN ANY CASE OF CONFLICT BETWEEN THE MASTER TERMS OF SERVICE AND THIS AGREEMENT THE TERMS OF THIS AGREEMENT SHALL PREVAIL.

1. DEFINITIONS

Any term used herein and not otherwise defined shall have the meaning ascribed thereto to in the Master Terms of Services.

"Account" means your Cheq Essentials account.

"Customer Site(s)" means sites for which the Services or mobile applications are to be provided and applied upon, which are solely owned and operated by Customer.

"Excess Use" means usage of the Service that exceeds the **Selected Level of Use**.

"Fees" means all applicable service fees, as set forth in section 5, including Overage Charges, if applicable.

"Overage Charges" means additional fees that may be applied, due to Excess Use of the Services during the applicable Subscription Period.

"Subscription Period" means a period of 12 (twelve) months from your registration to the Service.

"Selected Level of Use" means the selected package, scheme, and charges you select upon registration to the Services for the Subscription Period.

"Service(s)" means the CHEQ Essentials services, including any output data.

2. REGISTRATION AND ACCOUNT

2.1. You must register to use the Services. To apply for registration, you must complete our online application form in which we will indicate the mandatory fields for completion. If you do not provide the required information in these fields, you will not be able to register. You must provide true, accurate and complete information. Note that we may, in our sole discretion, decline your registration application.

2.2. Login to the Service is authenticated with a password, which you should periodically change. You must maintain the confidentiality of your Account.

2.3. All negotiations, dealings and engagements concerning such any advertising campaign(s) are strictly between you and the operator of such platforms and third parties. We take no part in, and are not a party to, such negotiations, dealings, and engagements.

2.4. We encourage you to log-in to your Account on the Service frequently and to thoroughly review your Account.

3. USAGE

Subject to this Agreement, the completion of your registration and your payment of the applicable Fees, you may, during the Subscription Period, access and use the Service, strictly and solely for your internal business purposes, only in connection with the Customer Sites.

4. ACCESS

4.1 By entering into this Agreement you grant us permission to access your administrator account on any Customer Site including any ad platform for the purpose of providing you with the Service. To effectuate this, you will provide us your account information that we request.

4.2 On occasion, we may access and use the Account itself strictly for the purposes of operating the Service, assisting you with technical or billing issues, and improving and enhancing the Service.

4.3 The Service does not provide and is not intended to be a data back-up service.

4.4 You assume sole and exclusive responsibility to carry out such actions as you deem appropriate as a result of the provision of the Services. We have no responsibility or liability, regarding your reliance upon, or use of, the Service, your actions, or omissions in connection therewith, or any consequences resulting therefrom.

5. FEES

5.1 In consideration of the provision of the Service to you, you will pay us, at the time you register to the Service, an annual Fee for the duration of the Subscription Period, for the **Selected Level of Use**.

5.2 By registering to the Services, you give your consent to purchasing a subscription to the Service, in accordance with the terms of this Agreement, including payment of the Fees, Overage Charges, and payment of any applicable taxes (such as sales tax, value added tax or withholding tax), and any surcharges or commissions charged by the payment processor or through your payment method.

5.3 If we identify **Excess Use**, we will provide you with a notification through the Services' platform to alert you of such Excess Use. If you continue to have Excess Use of our Services, notwithstanding our notification to you, Overage Charges will apply and be charged at the end of the Subscription Period or Renewal period, as applicable.

5.4 We reserve the right to upgrade your Selected Level of Use, during the Subscription Period or Renewal Period, as applicable, in case we identify Excess Use, to a package that would be more suitable for your needs and usage, in our sole discretion. We will provide you with an advance

notification through the Services' platform before we upgrade your package as aforesaid.

5.5 All Fees are quoted in US Dollars, unless expressly stated otherwise. Fees are payable by major credit cards. We may, from time to time, and without specific notice to you, add additional payment methods to the then-current payment methods, or cease to use previously supported payment methods. By using one or more payment methods to pay the Fees, you represent and warrant that you are lawfully permitted to use the selected payment method in connection with the Service. We may require additional information from you before completing payment transactions.

5.6 You must keep the billing information you provided to us upon registration current, complete, and accurate, and notify us promptly in case of any change in your billing information.

5.7 All your payment obligations are non-cancellable, and all amounts paid in connection with the Service are non-refundable. If you terminate your account and subscription, for any reason, you are not entitled to any refund (pro-rata or otherwise), for any Fees you have paid for the terminated Services. You are responsible for paying all Fees applicable to your subscription to the Service, whether or not you actively used, accessed, or otherwise benefited from the Service.

5.8 Payment methods are processed and handled through relevant third-party payment processors. Payment methods are therefore subject not only to this Agreement, but also the terms and conditions of these third parties pursuant to your contractual relations with them. You acknowledge that the third parties processing any of the payment methods may charge you commission on their end of the transaction. We are not responsible for such commission, which is strictly within your contractual relations with the relevant payment processor.

5.9 Fees that we are unable to charge through the payment method you provided are deemed an overdue Fees. Failure to settle any overdue Fees within ten (10) calendar days of its original due date will constitute a material breach of this Agreement. Without derogating from any other rights and remedies available to us under applicable law, overdue Fees will accrue interest at the rate of three-quarters of one percent (0.75%) per month or part thereof, cumulative monthly on the linked capital from the due date until the date of actual payment. You will reimburse us for all legal costs and attorney fees we incur while collecting your overdue Fees.

6. SUBSCRIPTION PERIOD AND TERMINATION

6.1. This Agreement commence upon your registration to the Services and continue until expiration of the Subscription Period or renewal thereof, as applicable. Except as expressly provided below, you shall not be entitled to terminate this Agreement prior to the expiration of the Subscription Period or receive any refund.

6.2. Upon the end of each Subscription Period, your subscription will be automatically renewed for successive Subscription Periods (each a "**Renewal Period**"), unless you notify us otherwise, through the Services, under the "**cancellation option**", that you wish to terminate the Services, at least thirty (30) days prior to the expiration of the then-current Subscription Period or Renewal Period, as applicable. If you notify us through the "cancellation option", as set forth in the preceding sentence, your Account and access to the Services will be terminated as soon as we process your request, usually within several business days after the expiration of the Subscription Period or Renewal period, as applicable.

6.3. In addition to the foregoing, either party may terminate this Agreement:

6.3.1. Immediately, in the event of a material breach of this Agreement by the other party.

the 6.3.2. In the event of a non-material breach of this Agreement by the other party, where
the breach remains uncured for fifteen (15) days following written notice thereof from
non-breaching party to the breaching party.

6.3.3 If the terminating party is required to do so by law.

6.3.4 If the other party becomes or is declared insolvent or bankrupt, is the subject of any
proceeding related to its liquidation or insolvency (whether voluntary or involuntary)
or makes an assignment for the benefit of creditors or takes or has taken against it
any such other comparable action in any relevant jurisdiction.

6.4 Immediately upon termination of this Agreement:

6.4.1 We will charge you for all then-outstanding Fees (if any), including any overage
use charges incurred by you.

6.4.2 You must cease all use of the Service.

6.5 Sections in this Agreement that by their purpose of nature should survive termination of this
Agreement, will so survive.

7. SUPPORT AND MAINTENANCE

7.1 If we receive notice of any failure or malfunction, or if we become aware of them by
ourselves, we will attempt to regain the Service's availability as soon as practicable. However, such
incidents will not be considered a breach of this Agreement. Even though we make an effort to have
the Service identify invalid traffic, we cannot and do not guarantee that the Service will detect or
prevent all types or all instances of invalid traffic. We will not be liable for any invalid traffic detected
or not detected by the Service.

7.2 We may modify, adapt, improve, or enhance the Service, or any of its features, user
interface, design or any other aspect related to it, without being obligated to provide you notice
thereof. If we enhance the Service to include new or additional features or capabilities, we reserve
the right to amend this Agreement or the applicable Fees and obtain your consent to such
amendments. If you do not agree to the amendments in their entirety, we reserve the right to
terminate this Agreement pursuant to section 6.

7.3 During the Subscription Period or Renewal Period, as applicable, we, either directly or with
the assistance of third parties, will provide you technical support for technical questions, problems,
and inquiries regarding the Service, during our business days and hours, and pursuant to the support
scheme, hours and channels separately conveyed to you.

7.4 We will attempt to respond to your technical questions, problems, and inquiries within a
reasonable time. However, we:

7.4.1 May decline to provide such support for matters that we deem, at our sole
discretion, to require unreasonable time, effort, costs or expenses.

7.4.2 Make no warranties to any specific response-time or to the successful or satisfactory
resolution of the question, problem, or inquiry.

7.4.3 For the purpose of our provision of technical support for your technical questions, problems, and inquiries, you will cooperate, and work closely with us, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as we reasonably request.

7.5 Our technical staff may instruct you, from time to time, to perform modifications to the Services that are installed on your Sites. You agree to cooperate and perform any requested modifications.

7.6 ALTHOUGH WE USE SKILL AND EFFORTS TO DEVELOP THE SERVICE, WE DO NOT GUARANTEE, MAKE NO REPRESENTATION, AND PROVIDE NO WARRANTY ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE OR OUTPUT DATA, OR THE EXPECTED BUSINESS RESULTS, OUTCOME OR OPERATIONAL BENEFITS FROM UTILIZING THE SERVICE. THE SERVICES ARE PROVIDED TO YOU "AS IS". WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, TITLE, SECURITY, COMPATIBILITY OR PERFORMANCE.

7.7 WE MAY EMPLOY MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SERVICE, AS WELL AS MISUSE OF THE SERVICE. WE MAY SUSPEND OR TERMINATE YOUR ACCOUNT AND ACCESS TO THE SERVICE, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT YOU HAVE ENGAGED IN FRAUDULENT OR ABUSIVE USE, OR MISUSE, OF THE SERVICE.

8. INDEMNITY

You agree to indemnify and hold harmless us and our directors, officers, employees, and subcontractors, upon our request and at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any third-party complaint, claim, plea, or demand in connection with your breach of any provision or representation herein.

9. LIMITATION OF LIABILITY

EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO CHEQ DURING THE SIX (6) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT CHEQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Unless you notify us otherwise in writing, we may identify you as a customer and indicate you as a customer and user of the Service, on our website and in other online or offline marketing materials and press releases. We acknowledge that your company name and logo are protected by intellectual property rights. You grant us a worldwide, non-exclusive, non-transferable, royalty-free, license, to use your name, logo, and website URL, on our website and in other online or offline marketing materials relating to the Service. We will use this content strictly in accordance with any usage guidelines you provide us advance notice of in writing.

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