

General

1. BThere Technologies Company Ltd. ("The company") congratulates you on joining our circle of customers and wish you an enjoyable and safe use of its products.
2. The Company provides efficient streamlining services and appointment management ("The products") telephone or Tablet application ("application") (Hereinafter together: "the services").
3. This document are drafted in the masculine text for convenience only. The approach is to both men and women.
4. You must read the following terms of use (Hereafter: "the agreement" and/or "terms of use") carefully before using the application, the products or services offered by the Company.
5. By installing the application and its use in the Company's products or services in any manner whatsoever, you agree that you have read and are bound by the provisions of this agreement.
6. If you do not agree to all the terms and conditions of this agreement, you must immediately discontinue any use of the application, and delete the app. from your mobile device and your computer.
7. You declare and undertake to the Company that you are of legal age to create a binding agreement and that you are legally entitled to use the products and take full responsibility for the selection and the use of products and services of the Company.
8. This agreement is valid once you have downloaded the app. or installed the products (as before) and until the end of the conditions listed below.
9. Subject to your fulfilling the terms of the agreement, the Company hereby grants you a limited license, personal, non-exclusive, non-transferable and non-assignable and/or granting sub-licenses, non-commercial and which can be canceled in its entirety at any time, to use the app., in content and/or the services on a cellular device that you own or control ("the license"). Nothing in the license terms give you any rights to the app or relating to it, but only a limited right to use it in accordance with the terms of this agreement.
10. Use of the application, the content and/or the services is also subject to meeting the terms of use relevant to your mobile device which you hold.
11. The Company may be entitled, at any time, to block and/or not to allow you access to the application, the content and/or the services, in whole or part, temporarily or permanently, at its sole discretion, in cases where concern arises that you violated the provisions of the agreement or provisions of the law or considerations related to information security and risk management In addition to any other remedy which may be available to the Company as per any applicable law.
12. You are not permitted (either by yourself or by anyone on your behalf): (A) use an application for any illegal, immoral, and/or unauthorized purpose and make any misuse and/or unreasonable use in relation to the purposes for which the application intended; (B) harm or disrupting the application's activities; (C) bypass any measures used by the Company to protect the privacy of users; (D) to create a database by systematically downloading and storing any or part of the content, including using automated tools and technologies for scanning information, data mining and/or automatic retrieval or collection of information from within the application; (E) to transmit or make accessible in any other way, relating to the app, any virus and/or any other malware, or any computer code, file, other application or program which may be harmful, or intended to harm the application; and/or (F) violate any of the terms of this agreement. Without limiting to the generality of the foregoing, in each of the aforementioned cases, the Company reserves the right to cancel your registration for services, or block your access to them.
13. Unregistered users are not allowed to upload promotional content to the app or other services. Violation of this provision will enable the Company to cancel registration of a user who does not pay, or block him from accessing the services.

14. The Company may, from time to time, make changes in the application, including extensions, subtractions, improvements, adjustments and other changes and to update the terms of this agreement. The Company will notify you of significant changes in the manner determined by the Company (including through a message on the home screen of the app), subject to any law. Your continued use of the application, the content and/or the services will evidence your consent and acceptance of the updated terms of agreement.
15. As a condition to use the products or certain aspects of the services, you will be required to register with the Company and select a user name and password (Hereinafter: "User ID").
16. You must provide the Company with accurate, complete and up to date registration information. If you do not do so, this will constitute a violation of this agreement, which may result in termination of the agreement and discontinuation of use of the services.
17. You are not permitted to select or use as a user ID the name of another person with the intention of impersonating that person, or use as a user ID a name that is subject to the rights of another person without appropriate permission.
18. You are responsible for maintaining the secrecy of your password. The data you provide when you sign up for service will be stored in the Company's database. You are not required by law to disclose this information, but without providing it, it is possible that you will be restricted from the use of services that require registration.
19. The Company shall not make use of your details, but according to the Company's privacy policy, which can be viewed at the Company's website. According to the provisions of section 11 of the Protection of Privacy Law, you are not required to submit personal information and the information provided is strictly voluntary.
20. In case of a question regarding the products, the application or other technical malfunctions, please contact the customer service department of the Company via e-mail to: btherecompany@bthere-tech.com.
21. The Governing Law in this agreement, its content and the services is the Israeli law only, without giving validity to the rules of conflicts of international law set forth therein. The exclusive jurisdiction of any dispute arising between the parties that is revealed as a result of these conditions, the software and/or the service, related or referring to them, shall be subject to the competent Courts in the District of Tel Aviv in Israel.
22. If you want to sue the Company in respect of any grounds for a claim which stems from program or from the service or related to them, you must do so within one (1) year from the date that you became aware of the grounds for a claim. Failure to submit a claim within the stipulated time period, the right to your claim shall be blocked and shall be deemed as a final and absolute waiver by you on this right.

Responsibility

23. The Company provides the service and the content contained therein for your use "AS IS" and subject to availability. They cannot be customized personally to meet the needs of each of the users. The Company disclaims any liability or undertaking, whether expressly or implied, in connection with the service, including, without limitation, any responsibility of merchantability and compatibility for a particular purpose, characteristics, quality, non-infringement, intellectual property, function, security or accuracy.
24. In addition, and without limiting from the foregoing, the Company assumes all liability relating to the accuracy of the information contained in the application, the content provided, customer conditions. For example, it is possible that as a result of this, some of the users confirmed the use of certain parts of the application, and/or approved access to certain parts of their mobile phone, and another part of the users did not do so shall actually generate loads on the service provider. Users may upload defective or inaccurate content or reports. Errors and deficiencies such as these constitute an integral part of the nature of the community service that relies on user reports and the information they provide.
25. You hereby agree and acknowledge that you bear the full and exclusive responsibility for the use and reliance of the service, and you also agree and acknowledge that your reliance on the service is done at your own risk.
26. The Company is not responsible in any way for the quality of the services provided by the business owners themselves. The app is designed to facilitate communication between business owners and customers only.

27. The Company is making every effort in order to provide you the service from a high quality service provider. However, we do not warranty that the service will operate continuously or without mistakes, or that it will be available permanently or completely clear of harmful components, or which is safe, protected against unauthorized infiltration into the Company's computers, invulnerable from harm, clear of glitches, bugs or failures, and in this context, but not limited to, hardware failures, software failures, and communications failures in the software, that originated from the Company or its providers.
28. The Company, and in this context, its Shareholders and Executives, shall not be liable for any direct, indirect, random or consequential damage, or for any other damage and loss (including loss of profit and loss of information), costs, expenses and payments, not in tort and not contractually or in any other manner of liability arising from the use of the service or associated with it or the inability to use the service or any failure, error or breakdown in the functioning of the service, or any malfunction or error made by our staff or any person acting on its behalf, or your reliance on the content of the service, including, but not limited to content originating from third parties or any communication with the service or with other users on our service or through it, or any exclusion or termination of your user account, or any act of storing your content in the service, its deletion, exposure and any other use in it or its loss. In any event, your only solution shall be limited to correcting mistakes or failures as stated above, and that is under the relevant circumstances.
29. Particular information and data appearing on the application are received from third parties and/or other users and are delivered to the Company by them or on their behalf. This information is provided to you "as is", without any undertaking or liability of any kind, explicitly or implied. The Company does not undertake that the information and data listed in the application and which is received from third parties and/or any other users whatsoever is accurate and/or innocent of mistakes, and the Company does not guarantee the correctness or integrity of this information and data.
30. Availability and application functionality, the content and services depend on many factors, which are not under the control of the Company, including software, hardware, communication networks, service providers or subcontractors of the Company or other third parties (including those providing cloud storage service and cellular services and also other users). The Company shall not be responsible for any damages incurred as a result of the disruption or malfunction which are not under its control, insofar as it made reasonable effort to prevent them. Among other things, and without limiting to the generality of the foregoing, the Company is not responsible for the correctness of the information that was delivered by users to the Company in relation to their journals, and is not responsible for damages caused by malfunctions on the customer's or users' telephone devices due to lack of cellular reception or improper use of the telephone.
31. In this regard, without limiting to the generality of the foregoing, the information that the application provided to the users, comes largely from other users of the service. Such information is inherently variable and it is possible that you shall discover that it is not accurate, complete or up-to-date. The Company cannot guarantee the authenticity or reliability of this information at any time.
32. Certain services functions make use of detailed information regarding your location and your movement route, for example in the form of GPS signals and other information which was sent by your cellular device in which Company's application is installed and operational, cannot provide these functions without using this technology. Please note that the Company uses information regarding your location and movement, to enable more accurate information to the service providers as to what is your location and the chances of your arriving on time for your scheduled appointment. Closing these capabilities will harm will to a certain degree affect the service as it is offered to you and other users of the services. So, even if you activate the aforementioned location services, there is no guarantee of the accuracy in providing the services, since the Company has no control over the operation of the location services by other users.
33. Similarly, certain functions in the services use the alerts given by the phone to the user, these functions can not be provided without using this technology. Closing these capabilities will to a certain extent harm the ability of the application to provide an optimal response to the

needs of users (both business owners and customers).

34. The accuracy of the information in the reports produced by the application depends on many factors that are not under the control of the company, and therefore the responsibility for the contents of the reports is the customer's. For example, the company can not be responsible for the customer typing the data in the application properly, and he made sure to type all the data. In any case, the responsibility for producing the reports is the customer's, through the user interface of the application, and the company does not manually produce the reports for the customers and does not send periodic reports to the customer. The information stored in the application is kept for a limited period, On an ongoing basis.
35. The Company is not responsible for any information deleted from the app due to misuse of the user by the app or phone.

Privacy

36. During the app sign-up process, business owners are asked to allow access to the contact list on the phone. After such approval, the business owner is asked to choose from the list of contacts the people and customers to whom an invitation to join will be sent. The responsibility for selecting the contacts to which the message is sent is the business owner itself and during the sending process the business owner can choose the specific contacts to send the message to, or send to all contacts. Business owners who send application sign-ups do so on their own and are asked not to send messages to customers who do not want to receive direct mail. By law, customer consent is required for direct mail
37. Any user that downloads the application and uses it, is required to open a personal profile page upon initial registration. The information appearing on this page is open to all suppliers - i.e. business owners by whom the application is intended to be used for making appointments in their enterprise. Any information that the user specifies or is required to specify in the individual user profile which is revealed to all those suppliers and is considered for this purpose as information that is not private and does not prevent him from being revealed to the suppliers making use of the application.
38. The Company may share summarized statistical information about the non-identifying user with advertisers, business partners, sponsors, and other entities. For example, how often does a user make use of the application, or which are the most common words used in the application's search engine. The Company shall share specific personal information about a user if required to do so in order to comply with any valid legal process such as a search warrant, Court subpoena, statute, or Court order.
39. By using the application and its search engine, you agree to the collection and use of information as described in this agreement. The Company may decide to change this privacy policy from time to time.
40. The Company undertakes to delete your personal information in the application and not to use it for the application, as stipulated above, if explicitly asked to do so by the user and in writing.
41. The Company shall not considered as a violator of the privacy undertaking or infringement of user privacy for any information, as defined in the Computers Law 5755 - 1995 and/or the Privacy Protection Law, which will be used to identify a user or an investigation of him by another, which arises from the use of electronic means of communication.
42. The Company may, at its sole discretion, allow some users access to its systems, including the Administration interface. Without limiting the foregoing herein, it is hereby clarified that the continued use of the application by these users constitutes approval of this whereby they are aware that this right can be ceased at any time by the Company and that they bear all the responsibility involved in any consequence arising from this right to access and the Company will be exempt towards the users and/or any third party from any responsibility which stems from the act and/or omission related in providing this access.
43. Content that you share it with all the users and is not private and a secret and it is only right that you should not have any expectations of confidentiality or privacy in connection with it. The information you upload will be published along with other personal information. Therefore, you should use caution and healthy common sense when you forward information.

In the least, you must demonstrate the same degree of caution that you customarily use when you publish personal information by means other than the Internet and cellular services.

44. You can decide whether to upload or not to upload, a particular content to the service. However, all content you submit for advertisement may be viewed by all the users of the service and by the company.
45. If you set up your account to integrate with social networks, including logging into the application by using your social network account (such as through your account with Facebook) then you agree to share information (including personal information) between the company and these social networks.
46. The use by the social network of the information provided to it by the company is subject to the privacy policy of the social network and is done under the control of the social network. This use is not subject to this Agreement and the company does not have control on the actions of the social network.
47. The company invests great efforts in protection against the risks inherent in the Internet and cell phones, in as much as the protection is in their hands. However, the company is unable and/or it is not under its control to completely prevent the penetration and activities of malicious software that may damage, or are intended to harm the operation of the application, harm your privacy, eavesdrop on network traffic, break into information databases of the company, the servers or computers, to impersonate the application or the company, online deceit and fraud, to damage or sabotage the operation of the application, content and/or services.
48. By using the application and search engine, you are asked if you agree to the use and synchronization with material found on your mobile phone, such as phone books and addresses, appointment calendar and more. The company uses this information to help users and business owners to manage their appointments with the business owners, the method being that as the number of users of the application grows thus the application will be more accurate. The company will indicate to other users of the application that they are your contact persons or you have other connections with them, as arises from the material stored on the mobile phone that you use for the application, and will ask you to offer the services to other contacts who still do not use the application. According to section 11 of the law for the protection of privacy you are not bound to give personal information and handing over of additional information is done on the basis of volunteer basis only
49. According to section 13 of the privacy protection law you may request to review the material held by the company and amassed in the information database of the company. According to section 14 of the privacy protection act you may request to correct the information.
50. According to section 16 of the privacy protection law company, its managers and employees are committed to preserve the confidentiality of the private information to which they have been exposed due to the performance of their jobs.
51. It should be emphasized that by transmitting a message to a person that who does not use the application you are disclosing to that person information to be found in the application and that concerns you as well as other details relating to you and the manner of your use of the application.
52. As part of the use of the services you reveal the details of your appointments to the company. This information will not be fully exposed to the other users of the services, except in case and the user needs the service of another user. By downloading and installing the application you give the company access to your appointments.
53. Without limiting the generality of the foregoing and for the avoidance of doubt, you hereby grant to company a license to use the information of the location, movement routes and/or history of your searches in order to provide the services in the best possible manner.
54. You hereby grant the company a license to use your phone number in the phone and the numbers stored in the phone book in your device in order to find and create a list of other company users that you might know and you might want to contact them
55. You grant the company a license to use the phone number you provided to the company in order to send you SMS text messages as required in order to improve the service to you and to all users of the services; to provide you support and in order to handle your requests and complaints; to send you updates, messages and other information in

connection with the service;

56. To present or send you allowed marketing materials and advertising (as defined in this Agreement) when you are using the application; to conduct surveys and questionnaires whose aim is to improve the service; to enforce the terms of this agreement; to contact you when the Company believes that this is necessary; in order to handle malfunctions and failures; for action in the event of a dispute, or legal proceedings of any kind between you and the company and/or running of the services, or between you and other users or third parties in connection with or related to the service.
57. Your particulars are registered in the information database "customers" owned by the company, whose number is 700062960
58. Contact information of the contact person in the company for all questions connected to your privacy: Tel' 050-687-2077 E-mail adi@bthere-tech.com Adi Greenberg

Payments & safety information

59. Certain aspects of the services may incur a fee. You must pay all the payments that apply to you, regarding these services.
60. The company reserves the right to change its price list and to impose new fees at any time, with delivery of the notice to you, which can be sent through e-mail or through publication on the company's website.
61. Use of the services after the aforesaid notice constitutes your agreement to the new charges. All Payment paid for the services according to this agreement are non-refundable, unless otherwise specified on the company website.
62. The Company reserves the right to terminate the paid services due to irregularities in payment.
63. At the Company's full discretion, the Company, from time to time, will provide some of the users with the system for a, time limited, trial period. At the end of the trial period, the company will charge fees for the use of the system, according to the offered packages.
64. The Users will be charged for the services by Credit-Card payment, through a secured server operated by the credit card company.
65. The payment is renewed automatically every month until a cancellation notice is received. Once the service is canceled, the following conditions are met
66. Payment will take place on the first day of each month, for the services in the upcoming month.
67. Users can chose to stop the services at any point, up to 3 days prior to the time of the next payment (three days prior to the end of the month). Any user who will not ask to stop the services by that time, may be charged for the next month.
68. Users must notify the company, of the stoppage of services, (preferably) by email to btherecompany@bthere-tech.com, or by phone at +972 (0) 795740780
69. The user information contained in the application is secured in accordance with the instructions of the data protection authority at the Ministry of Justice

Advertising and user content

70. The company will not bear responsibility for content of the advertisement or other commercial information that is published in the application and/or any other service.
71. Publication in the application does not constitute a recommendation or opinion or expression of an opinion or encouragement on the part of the company to purchase the product shown in the advertisement and/or use of the service or information shown in the advertisement.
72. All of the stated in the provisions of use with respect to the limitation of the company's liability shall also apply on advertisements in the application, respectively and mutatis mutandis.
73. The company does not actually publish and/or distributes advertisements, only places the application as a computerized platform that allows the paying users using the services, to offer promotions or to publish information about their services. Actually installing the

application and by use of their services, you acknowledge that you agree to receive messages from paying users about the services and offers including publications matched to searches you have done using the application or other services and other applications linked to it.

74. The company reserves the right to change its publications policy periodically.
75. As stated above, non-paying users who do not pay are in any case prevented from loading advertising content of any type. Uploading advertising content by a user who does not pay is grounds to cancel the agreement unilaterally as described above.
76. Paying users that are using the application are allowed to upload advertising content or special offers relating to their services (hereinafter: "allowed promotional content"). Without prejudice to the generality of the foregoing, it is not permitted to upload or publish content of a commercial nature (including advertisements) that is not related to the service or product of the paying users.
77. Permissible promotional content may appear as pop-up ads or be published in the profile of the businesses that use the services
78. The company does not guarantee and cannot guarantee, credibility or accuracy of the advertised material published in the application and/or in any other service. The company does not support the content of these publications and will not bear responsibility whatsoever for any cause of action arising from the reliance of users on the material published in the application.
79. On uploading allowed promotional content you must ensure that the content is valid and that the content publisher is authorized to publish it. Take for example that material which is owned by the other cannot be posted or material that could harm another entity (such as material obtained in a criminal manner or that violates the privacy of another person). The above examples are used for illustrative purposes only and do not constitute an exhaustive list of forbidden content.
80. The company reserves the right to refuse to post or to delete any content immediately, any publication that is prohibited according to this agreement.
81. If offended by content posted by another user, or if you have come across a forbidden publication, you are welcome to contact the company at customer service and report the violation or prohibited content.
82. The service has an internal text messaging system that allows you to send and receive messages, to other users and from them, and receive marketing messages from them and/or the company. You hereby give your consent that we can use the internal text messages system in order to inform you about products and services of paying users of the application which may be of interest to you.
83. However, please note that users of the company are not allowed to use the contact information provided by you or our internal text messaging account for commercial publication. If you encounter a user who created advertising materials, please let us know.
84. When you upload any content including permitted promotional content, you acknowledge and warrant that you own all intellectual property rights in this content; that you are allowed to publish the content, allow the company to publish the content and to use any intellectual property rights contained within or relating to it. The company does not get ownership of the intellectual property rights of the content that you submit for publication. However, by submitting content for publication on the service, you hereby give the company and its users the license for free, universal, perpetual, non-exclusive and cannot be changed, without the obligation to pay royalties and sub licensable and transferable, to use, copy and distribute the content, prepare derived creations from it, to present and advertise to the public. The permission granted to the company to your content and relating to it is not limited to personal use, and it also applies to any use of the commercial content, at the sole and exclusive discretion of the company. However, other users may use your content solely for non-commercial purposes.
85. The company may check the content before or after publication, to prevent the publication of content that may be inappropriate, inaccurate or incorrect, or remove such content after its

publication. The company usually does not use its right to cut content, and it does this in rare cases only.

86. The Company reserves the sole discretion to determine what content will be displayed, the length of time of their display, what will be the location and design and any other matter relating to the publication of the content within the service. The company does not guarantee that any content that is uploaded will be published in general or for a limited period of time.
87. Content submitted by users for publication does not express the opinion or standing of the company and their publication does not guarantee their validity, credibility, updating, accuracy, or legality.

Intellectual property and ownership of the services

88. Without limiting the generality of the foregoing, the application, the content and the services and all intellectual property rights relating to them, including copyrights and trademarks (collectively: "Intellectual Property") are owned by the company and/or handed over to her by license and protected by intellectual property in Israel and worldwide. Any right not expressly granted to you according to the terms of this agreement will remain with the company and those handing over their license. Do not copy, distribute, modify, or make derived creations of any content which is subject to the intellectual property rights of the company, in any manner or by any means, unless expressly permitted in the terms of the agreement and/or under any applicable law. Any provision in the terms of this agreement will not constitute a waiver of the company's intellectual property according to any law.
89. The application may use or include software, files and/or components that are subject to the terms of licenses including open Source licenses of third parties ("Third Party Components"). You may use third-party components in connection with the application but only subject to your compliance with the applicable license terms that apply and/or accompanying the relevant third-party components. In the event of a conflict between the terms of the license of the third-party component and these terms, terms of the license of the relevant third-party component will prevail regarding these third-party components only. These conditions do not apply to all accompanying third-party components and/or included in the application and the company disclaims all liability related to this. You acknowledge that the company is not creator, owner or that grants the license of third-party components, and the company does not grant any representation or commitment of any kind, in an explicit manner or implied, regarding the quality, capabilities, operations, performance or compatibility of this third-party component or other.