

## Terms of Use

Welcome to **Rise.ai**, an online service for managing your brand's re-engagement activity, gift cards, loyalty cards, rewards and refunds (the "**Service**"). The Service is owned and operated by Rise-AI E commerce Solutions LTD. ("**Company**", "**we**", "**us**").

The Service is available for merchants who own an e-commerce account and may be used by downloading our application through your e-commerce account (the "**Application**").

### In Short

The following key points of the Terms of Use are only brought for your convenience. They do not substitute the full Terms.

- **Using the Application.** To use the Application you must be an individual with full legal capacity, and own an e-commerce account. You may use the Application for your reasonable business needs and in accordance with these Terms.
- **Fees.** Your use of the Application is subject to payment of applicable Fees, if and as presented to you upon installing the Application or at a later time.
- We have the right to suspend your use of the Application, if you do not comply with these Terms.
- **Privacy.** We respect your privacy and your users' privacy as further explained in our Privacy Notice [<https://rise.ai/privacy-policy>] and our [DPA](#), which are incorporated to these Terms by reference.
- **Intellectual property.** All legal rights in the Service and Application, including all intellectual property rights, are owned by the Company.
- **Disclaimer of warranty.** The Application is provided for use 'as is'. We disclaim all warranties and representations with respect to the Application.
- **Limitation of liability.** To the maximum extent permitted by the applicable law, we – and anyone acting on our behalf – will not be liable for any damage or loss, arising from the use or inability to use the Application.
- **Law & jurisdiction.** Use of the Application is governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the competent courts in the District of Tel-Aviv-Jaffa.

### ...and in Detail

Please carefully read the following Terms of Use (the "**Terms**"). By accessing, installing or using the Application, you agree to be bound by these Terms. If you do not agree to the Terms, you may not use

the Application.

### **Who may use the Service?**

You may only access, install and use the Application if you are a legal corporation or an individual over the age of 18, with full legal capacity and owns an e-commerce account. If you are entering these Terms on behalf of a company or another legal entity, you represent that you are duly authorized on behalf of such entity to enter into this agreement.

### **Use**

Subject to these Terms, you may access, install or use the Application, exclusively for your reasonable business needs. To use the Application, you must sign into your e-commerce account, and install the Application.

Your use of the e-commerce account and store is governed by the e-commerce platform respective terms of service, not by these Terms. You bear the sole and exclusive responsibility for complying with those other terms of service. You are solely responsible and liable for all activities performed in or through the Service with or through your e-commerce account.

### **Fees and Billing**

The Service is offered on a trial-basis, free-of-charge, for 7 days. Beyond this trial-basis, the Service is offered subject to your payment of applicable fees (the “**Fees**”), in accordance with the schemes and amounts presented to you upon installing the Application or at a later time (“**Plans**”).

All Fees are quoted in US Dollars, unless expressly stated otherwise.

By installing the Application and approving the Plans, you give your consent to being billed for the Fees, in addition to any applicable taxes and surcharges or commissions charged by the payment processor. All amounts payable to us are exclusive of any excise, sales tax, VAT, withholding tax or other governmental charges or transaction charges. You are responsible for the payment of all such applicable taxes or charges.

The Fees you pay are non-refundable. You are responsible for paying all applicable Fees whether or not you actually used or otherwise benefited from the Service.

### **Termination and suspension**

#### **Termination by you**

At any time, you may terminate these Terms by removing the Application from your e-commerce account and providing us written notice of termination by sending an email to [info@rise.ai](mailto:info@rise.ai).

#### **Termination by Us**

We may temporarily or permanently limit, block your access to or terminate your use of the Application, if we determine that you breached these Terms.

We may at any time discontinue or terminate the operation of the Application, its features, or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you.

#### Effects of Termination

Upon termination, you must discontinue any and all use of the Application. Following termination, you will not be able to access the Service,

#### Use of the Application and restrictions

While using the Application, you agree to refrain from –

- Breaching the Terms, the e-commerce platform Terms of Service or any other applicable rules and instructions that we may convey with respect to the use of the Application.
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law.
- Interfering with, burdening or disrupting the functionality of the Application. ●

Breaching the security of the Application or identifying any security vulnerabilities in it.

- Circumventing or manipulating the operation or functionality of the Application, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Application.
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect or compile content from the Application.
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity.
- Collecting, harvesting, obtaining or processing personal information of or about other users of the Application.
- Sending automated or machine generated queries.
- Linking to the Application from web pages or applications that contain pornographic content or content that encourages racism or wrongful discrimination.

You may not access or use the Application in order to develop or create a similar or competitive product or service.

## **Your privacy**

We respect your privacy. Our Privacy Notice <https://rise.ai/privacy-policy> and our [DPA](#) which are incorporated to these Terms by reference explains the privacy practices on the Application.

## **Intellectual property**

**Our intellectual property.** All rights, title and interest in and to the Application, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith, but excluding any content that originates from users, are the exclusive property of the Company and its licensors.

**Restrictions.** You may not copy, reverse engineer, modify or create derivative works of the Application's intellectual property, in any way or by any means.

You may not use any name, mark, logo or domain name that is confusingly similar to our marks, logos and Internet domain names. You must refrain from any action or omission that may dilute or damage our goodwill.

## **Changes in the Application; discontinuation**

We may, but are not obligated to, maintain the Application with periodic updates or upgrades. We will determine the frequency and scope of such updates and you will have no plea, claim or demand against us or our directors, officers, employees, agents, advisors, consultants, subcontractors and assignees (collectively, our "**Staff**"), for any of these updates or the lack thereof.

We may, at any time, without prior notice, change the features of the Application or suspend its operation, temporarily or permanently, without any liability to you.

## **Support, availability and quality**

The availability, quality and functionality of the Application depends on various factors, including software, hardware and communication networks, which are provided by third parties, at their responsibility. These factors are not fault-free. We may, from time to time, need to interrupt the Service for maintenance and other operational reasons. We will acknowledge data security vulnerabilities within 24 hours.

WE DO NOT WARRANT THAT THE APPLICATION WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS, GLITCHES OR UNAUTHORIZED ACCESS. You will not receive any compensation or refund for such interruptions.

You acknowledge that the Application DOES NOT provide any data back-up services, including with

respect to any content or any other data that you or third parties upload or use.

During Your use of the application, we will, either directly or with the assistance of third parties, provide you technical support for technical questions, problems and inquiries regarding the Application, during our business days and hours, and pursuant to the support scheme, hours and channels separately conveyed to you.

We will attempt to respond to your technical questions, problems and inquiries within a reasonable time. However, we may decline to provide such support for matters that we deem, in our sole discretion, to require unreasonable time, effort, costs or expenses. We make no warranties to any specific response-time or to the successful or satisfactory resolution of the question, problem or inquiry.

### **Changes to the Terms**

We may amend the Terms from time to time. In such case, we will notify you of the amended Terms. Your continued use of the Application after the effective date of the amended Terms constitutes your consent to the amended Terms. The latest version of the Terms will always be accessible through the Application.

### **DISCLAIMER OF WARRANTY**

THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. WE AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND AFFILIATES (THE "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION, ITS CONTENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

WE DO NOT WARRANT THAT (1) THE APPLICATION WILL OPERATE UNINTERRUPTEDLY, ERRORFREE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS IN ANY WAY; (2) THE APPLICATION WILL ALWAYS BE AVAILABLE OR FREE FROM MALWARES, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (3) THE QUALITY OF THE APPLICATION AND THE CONTENT AVAILABLE THROUGH IT, WILL MEET YOUR EXPECTATIONS; (4) THE CONTENT PRESENTED ON THE APPLICATION WILL BE ACCURATE, BENEFICIAL OR RELIABLE; (5) THE RESULTS OF THE USE OF THE APLPLICATION WILL BE SATISFACTORY AND WILL FIT YOUR EXPECTATIONS OR REQUIREMENTS.

### **LIMITATION OF LIABILITY**

ANY AND ALL COMMUNICATIONS AND INTERACTIONS BETWEEN YOU AND THIRD PARTIES (SUCH AS USERS), AND ALL CONSEQUENCES RESULTING FROM THE ABOVE, ARE STRICTLY BETWEEN YOU AND

SUCH THIRD PARTIES, AND YOU ASSUME FULL AND EXCLUSIVE RESPONSIBILITY FOR THEM. WE ARE NOT A PARTY TO THOSE COMMUNICATIONS, INTERACTIONS, DEALINGS, ENGAGEMENTS AND TRANSACTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR USE OF THE APPLICATION IS AT YOUR SOLE RESPONSIBILITY.

WE, INCLUDING OUR STAFF, SHALL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE SERVICE, THE CONTENT, THE REVIEWS, YOUR WEBSITE, THE FEES AND BILLING, THE USE OF, OR THE INABILITY OF YOU OR THIRD PARTIES TO USE THE SERVICE, AND YOUR SUBSCRIPTION, OR ANY COMMUNICATION OR INTERACTIONS WITH THE SERVICE, OR ANY COMMUNICATIONS, INTERACTIONS, DEALINGS, ENGAGEMENTS AND TRANSACTIONS WITH OTHERS ON OR THROUGH THE SERVICE, OR YOUR RELIANCE UPON THE SERVICE OR ANY CONTENT UPLOADED OR AVAILABLE TO THE SERVICE, OR ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR ANY RELIANCE MADE BY YOU ON THIRD PARTY SOFTWARE, HARDWARE OR PLATFORM, OR ANY FAULT, OR ERROR MADE BY OUR STAFF, OR ANY DENIAL OR CANCELTION OF YOUR SUBSCRIPTION, OR RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF CONTENT ON THE SERVICE.

THE TOTAL AND AGGREGATED LIABILITY OF THE COMPANY AND ITS EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, FOR ANY AND ALL DAMAGES WHATSOEVER ARISING FROM, OR IN CONNECTION, WITH THE APPLICATION OR THESE TERMS, SHALL BE LIMITED TO THE FEES YOU ACTUALLY PAID (IF ANY) TO THE COMPANY DURING THE 12 MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE.

### **Indemnification**

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, us and our staff, at your own expense and immediately after receiving a written notice thereof, from and against any damages, loss, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, allegation or demand, arising from, or in connection with your use of, or inability to use, the Service, your Website, any Content, your breach of the Terms, Your breach of any other terms, rules or regulations applicable to the Service.

### **Links and Commercial Information in the Service**

The Application may contain links to Content published on other websites or external sources, provided by third parties. By linking to a certain Website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no

responsibility or liability for such third-party Websites or content, or their availability.

### **Governing Law & Jurisdiction**

Regardless of Your place of residence or organization, or where you access or use the Service from, these Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of Israel.

The competent courts located in the Tel-Aviv-Jaffa district will have exclusive and sole jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Service and its use, and with respect to any matter relating to the validity, applicability, performance or interpretation of these Terms. You and us, each, hereby expressly consent to personal jurisdiction in Israel and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, we may also lodge a claim against you: (a) pursuant to the indemnity clause above, in any court adjudicating a third party claim against us; and (b) for interim, emergency or injunctive relief in any other court having general jurisdiction over you.

### **General**

These Terms constitute the entire agreement between you and the Company with respect to the subject matter herein and supersede any and all agreements.

No waiver, concession, extension, representation, alteration, addition or derogation from these Terms or pursuant hereto shall be effective unless effected in writing and expressly.

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms shall remain in full force and effect.

You may not assign or transfer your rights and obligations under the Terms without our prior written consent, which consent shall not be unreasonably withheld. Any attempted or actual assignment by you, without our prior consent, shall be null and void. Notwithstanding the provisions of the Assignment of Obligations Law-1969, we may assign these Terms in their entirety, including all right, duties, liabilities and obligations therein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of its equity or assets relating to the Agreement. By virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities and obligations.

### **Contact Us**

You may contact us with any question that you may have with respect to the Service, at:

[info@rise.ai](mailto:info@rise.ai)

**Last updated: September 30, 2024.**