

## TERMS OF USE

The following Terms of Use (The “**Terms**”) govern the entire terms and conditions applicable to your use (“**Visitor**” our “**You**”) of [www.risecodes.com](http://www.risecodes.com) (the “**Website**”) and/or any other services offered by TypeA Holdings Ltd. (“**Company**”, “**Us**” or “**We**”) . The Terms constitute a binding legal contract between You and Company.

BY ACCESSING AND/OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU AGREE TO BE BOUND BY THESE TERMS INCLUDING THE TERMS OF OUR PRIVACY POLICY (available at: [https://risecodes.com/ Privacy-Policy](https://risecodes.com/Privacy-Policy)) (The “**Policy**”).

IF YOU DO NOT AGREE TO THE TERMS, YOUR ONLY REMEDY IS TO IMMEDIATELY CEASE USING AND/OR ACCESSING THE WEBSITE.

In order to use and/or access the Website, you represent and warrant that you are thirteen (13) years old or above, or if you are an individual within the European Union (EU), you are sixteen (16) years old and that you possess the legal authority, right and freedom to enter into the Terms and to form a binding agreement.

### **YOUR OBLIGATIONS.**

You agree and undertake to comply with all applicable laws and any other contractual terms which govern your use of the Website and not to: (a) copy, modify, alter, adapt, reverse engineer, translate, make available, decompile, port, or disassemble any part of the content accessible on or through the Website; (b) publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use any content made available on the Website; (c) use the Website and/or content included therein for commercial and/or non-personal intent, and/or sell, license, or take advantage for any commercial purposes any use of or access to the Website; (d) violate any third party rights, including privacy rights, or harvest, collect or aggregate any information about Visitors without their explicit consent, using any manual or automatic means, spider, crawler, any search or retrieval application, or other manual and/or automatic device, process or method to access the Website and retrieve and/or data-mine information; (e) use the Website or any content included therein for any illegal, immoral, and/or unauthorized means; (f) bypass any measures meant to prevent or restrict access to the Website; (g) misrepresent your affiliation with any person or entity, or imply that We advocate you in any way; (h) interfere with and/or disrupt the operation of the Website or the servers or networks that host the Website, or breach any laws, regulations, requirements, procedures, or policies related to such servers or networks; (i) transmit and/or

make available any virus, worm, spyware, time bomb, Trojan Horse, web bug, or any other computer code, file, or program that is intended to or may damage or harm the operation of any hardware, software, or telecommunications equipment, or any other actually or possibly harmful, disturbing, or invasive code or component; (j) distribute, sublicense, copy, transfer, display, make available to the public, reverse engineer, combine with other software, reduce to a human readable form, execute publicly, decompile, disassemble, adapt, make any commercial use, sell, rent, lend, process, translate, compile, modify or create derivative works of any material that is subject to Our proprietary rights; (k) create a database by steadily downloading and storing any of the content included on the Website; (l) frame or mirror any part of the Website; (m) present false or inaccurate information about Us or the Website; and (n) use the Website for any purpose and or function for which the Website is not intended, and/or infringe and/or violate any of these Terms. You agree that any failure to abide any of the foregoing, will cause an immediate termination of your access to the Website and may also expose you to civil and/or criminal liability.

#### **INTELLECTUAL PROPERTY.**

All rights, title and interest in the Website whether or not registered and/or capable of being registered are Company's Intellectual Property, owned by and/or licensed to Us. The Terms do not convey any right or interest in or to Company's Intellectual Property (or any part thereof), and nothing in the Terms constitutes an assignment or waiver of Company's Intellectual Property rights under any law.

#### **FEEDBACK AND SUGGESTIONS.**

If you provide Us with any feedback, suggestions or comments relating to the Website or any of our services, which is or may be subject to any Intellectual Property rights ("**Feedback**"), such Feedback shall be exclusively owned by Us. By providing such Feedback, you acknowledge and agree that it may be used by Us in order to: (i) further develop, customize and improve the Website, (ii) provide ongoing assistance and technical support, (iii) contact you based on your feedback or otherwise, (iv) facilitate, sponsor and offer certain promotions, and monitor performance, (v) to create aggregated statistical data and other aggregated and/or inferred information, which We may use to provide and improve our services, (vi) to enhance our data security and fraud prevention capabilities, and (vii) to comply with any applicable laws and regulations. In addition, you (1) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third-party rights; (2) irrevocably assign to Us any right, title and interest you may have in such Feedback and (3) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide in or to such Feedback.

**PRIVACY.**

As a part of accessing and/or using the Website, We and Third Party Services (as defined below) may collect, access and use certain data pertaining to You, including the activities or navigation through our Website. We encourage you to read our Policy and each such Third Party Services' relevant policies on a regular basis, for a description of such data collection and use practices.

**LINKS TO THIRD PARTY SERVICES.**

The Website includes certain links which permit You to leave the Website and enter third party sites or services ("Third Party Services"). These Third Party Services are provided solely for your convenience. You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you, We merely acts as an intermediary between you and such Third Party Services, and do not in any way endorse any such Third Party Services, or shall be in any way responsible or liable with respect thereto. We will not be a party to, or in any way be responsible for monitoring, any interaction between you and any Third Party Services. Any and all use of such Third Party Services shall be done solely at your own risk and responsibility, and may be subject to such legal and financial terms which govern such Third Party Services, which you are encouraged to review before engaging with them. If you use third parties' services, software or goods while using our Services, you declare that you act in compliance with their terms of use. We reserve the right to remove any link at any time.

**DISCLAIMER.**

The Website is provided on an "As Is", "with all faults" and "As Available" basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty, all to the fullest extent permitted by law. We specifically do not represent or warrant that the Website (or any part, feature or content included therein) is complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to You (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, we do not endorse any entity, product or service

(including any Third Party Services) mentioned on or made available via the Website – so please be sure to verify those before using or otherwise engaging them.

**EXCLUSION OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.**

To the fullest extent permitted by law in each applicable jurisdiction, Company, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to You for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including but not limited to any damages resulting from (i) errors, mistakes, or inaccuracies of or in any content; (ii) any unauthorized access to or use of our servers and/or any information stored therein; (iii) any interruption or cessation of transmission to or from the Website; (iv) the use or display of any content posted or otherwise made available via the Website; and/or (v) events beyond our reasonable control, including any internet failures, equipment failures, electrical power failures, strikes, riots, civil disturbances, fires, floods, earthquakes, acts of God, war, terrorism, governmental actions, pandemics and similar. You acknowledge and agree that these limitations of liability are agreed allocations of risk, and such limitations will apply even if We have been advised of the possibility of such liabilities.

You acknowledge and agree that in no event shall We have any liability whatsoever, whether in contract, tort or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to Us, in connection with or arising from your use of the Website. Your only right or remedy with respect to any dissatisfaction with the Website is to immediately cease accessing and/or using it. Our total liability to you under or in connection with your use of the Website shall not exceed one hundred US dollars (USD100).

**INDEMNITY.**

You agree to defend, indemnify and hold harmless Company, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term or conditions included in these Terms and/or the Policy; (2) your violation of any third party right, including any intellectual property right, or privacy right, resulting from your use of the Website; and/or (3) any other type of claim that your use and/or access to the Website may have caused.

## **CHANGES TO THESE TERMS AND/OR WEBSITE.**

We reserve the right at our sole discretion to change or modify the Website for any or no reason and/or to modify and/or change any of the terms and conditions included in these Terms with or without prior notice to You, at any time and in any manner. Your continued use of the Website, following any change to these Terms, constitutes your irrevocable acceptance to any such changes. If any modification to these Terms is not acceptable to you, your only recourse is to cease using the Website. You agree that We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Website. In our sole discretion and at any time, we may discontinue your use of the Website, with or without any reason or prior notice to You, without derogating from any other remedies that may be available to Us under applicable law.

## **INTERNATIONAL DATA TRANSFER.**

You hereby acknowledge that We may transfer your information, to other third party service providers across borders and from your country or jurisdiction to other countries or jurisdictions across the world, including to such countries and jurisdictions that do not have the same data protection laws as yours.

## **GOVERNING LAW & JURISDICTION**

The Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the Terms, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the laws of the State of Israel, without respect to its conflict of laws principles. Any disputes arising out of or in connection with these Terms shall be exclusively settled under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") by one arbitrator appointed in accordance with the ICC Rules. The arbitration shall be conducted on a confidential basis, take place in Tel Aviv, Israel and shall be conducted in the English Language. The award passed by the arbitrator shall be final and binding. Nothing contained herein shall prevent Company from applying to any court of law in order to obtain injunctions, equitable relief or any equivalent remedy, against You, in order to restrain the breach of any terms or conditions included in these Terms. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under these Terms shall also be kept confidential to the maximum extent possible. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

## **MISCELLANEOUS.**

These Terms together with the Policy and any other legal notices provided to you by Us, shall constitute the entire agreement between you and Company concerning the subject matter hereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, including those made by or between any of our representatives, with respect to any of Company's services. If any provision of these Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions included in these Terms. Any heading, caption or section title contained herein is inserted only for convenience, and in no way defines or explains any section or provision hereof. You acknowledge and agree that any cause of action that you may have arising out of or related to the website must be filed within one (1) year after such claim arose. otherwise, such cause of action is permanently barred. No Waiver of any breach or default of any of the Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. We may assign any of our rights and/or obligations hereunder and/or transfer ownership rights and title in our to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without our prior written consent. Any attempted or actual assignment thereof without our prior explicit and written consent will be null and void. The Terms, and your use and/or access to the Website, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Company and you. We may provide you with notices in any of the following methods: (1) via a banner or pop-up within the services or the Website; or (2) by e-mail, sent to the e-mail address You provided Us. Company's notice to you will be deemed received and effective within twenty four (24) hours after it was published or sent to your email address, unless otherwise indicated in the notice. These Terms are written in the English language, and may be translated into other languages for your convenience. If a non-English version of these Terms conflicts with the English version, the English version shall prevail.

## **CONTACT US.**

If you have any questions or concerns, you may contact us at [support@risecodes.com](mailto:support@risecodes.com).