#### **OVERVIEW**

Thank you for choosing to be part of our community at V-Labs Ltd. (referred to as "Company", "our", "we" or "us" in these Terms & Conditions). We provide features and content and offer for sell our products and services to you (collectively, the "Services") when you visit, use, interact or shop at our website located at <a href="www.getpizazz.com">www.getpizazz.com</a>, mobile app, API and/or any related services, sales, marketing or events ("Platforms").

We provide the Services subject to the following conditions (referred to as "Terms and Conditions" or "Terms",). The Terms include our Privacy Policy referenced herein.

BY USING THE SERVICES, YOU AGREE TO THESE CONDITIONS. PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU MAY NOT USE OUR PLATFORMS AND SERVICES.

You must be 18 years old or the age of majority in your jurisdiction in order to make a purchase on our Platforms. If you are under 18 years old or the age of majority in your jurisdiction, then you may not make a purchase on our Platforms. Our Platforms is not intended for use by children under the age of 16, if you are under 16 years old, and despite the foregoing browse our Platforms, you may not provide personal data to us, nor register to our newsletter or on our Platforms.

### 1. PRIVACY

Please review our Privacy Policy for details about our personal data practices.

## 2. ORDERS, PURCHASES AND OTHER SALE TERMS

All orders or purchases made through our Platforms are subject to our acceptance, which is in our sole discretion.

Our Platforms offer two types of licenses:

## a. One-time license for an individual:

Subject to these Terms and Conditions, We offer to individuals a One-time license. This license grants you non-exclusive, non-transferable license, to use our products as part of your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind) or for you use as a background image to your video conference account.

# b. Corporate Multi-Use License:

Subject to these Terms and Conditions, We offer a corporate a Multi-Use license. This license provides you an exclusive landing page, to which all products purchased by you will be loaded, which grants you non-exclusive, non-transferable access and usage rights to unlimited users of your corporation use as a background image to your video conference accounts.

You agree to provide, true, current, complete, and accurate purchase and account information for all purchases made at our Platforms. You agree to promptly update your account and other information, including your email address and credit card numbers, and expiration dates so that we can complete your transactions and contact you as needed.

## 3. MODIFICATIONS TO PRODUCTS, SERVICES AND PRICES

Prices for our products and services are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time.

### **RETURNS POLICY**

We provide a free 30 days money back guarantee if you are not satisfied with the product for any reason. Simply email us at <a href="mailto:team@getpizazz.com">team@getpizazz.com</a> with the reason you want to be refunded and we'll provide you with a refund.

You can choose to receive store credit for your return or have the original payment method refunded. Any associated return shipping costs will be deducted from the refund amount.

## 4. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT AND TRADEMARKS

All content included in or made available through our Platforms, such as text, graphics, logos, button icons, images, audio and video clips, computer code (including html code), products, information, and documentation, as well as the design, structure, selection, coordination, expression, "look and feel" and arrangement of our Platforms is the property of Company or its business partners and suppliers and protected by and international copyright laws.

You may view, download for caching purposes only from our Platforms for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not without Company's express prior written consent:

- Republish content from our Platforms;
- Sell, rent or sub-license content from our Platforms;
- Show any content from our Platforms in public;
- Reproduce, duplicate, copy or otherwise exploit content on our Platforms for a commercial purpose;
- Edit or otherwise modify any content on our Platforms; or
- Redistribute content from this Platform.

Trademarks may not be used in connection with any product or service that is not Company's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. All other trademarks not owned by Company that appear on our Platforms are the property of their respective owners.

## 5. ACCEPTABLE USE AND CONTENT GUIDLINES

You are prohibited from using our Platforms or its content or our products and Services:

- a. in a commercial manner, including by distributing or reselling our products.
- b. in any way that causes, or may cause, damage to our Platforms or impairment of the availability or accessibility of our Platforms, other websites, or the Internet or access any part of our Platforms without authority;
- c. in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- d. to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- e. to collect or track the personal information of others or to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting,

- spamming, phishing, pharming, pretext, spidering, or crawling) on or in relation to this Platform;
- f. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- g. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- h. to submit false or misleading information;
- i. for any obscene or immoral purpose;
- j. for any purposes related to marketing without Company's express written consent.

We reserve the right to terminate your use of our Services or our Platforms for violating any of the prohibited uses.

### 6. CORPORATE LANDING PAGES AND RESTRICTED ACCESS

Access to certain areas of our Platforms such as corporate landing pages may be restricted. Company reserves the right to restrict access to other areas of this Platform, or indeed this entire Platform, at Company's discretion.

If Company provides you with a user ID and password to enable you to access restricted areas of this Platform or other content or services, you must ensure that the user ID and password are kept confidential.

### 7. THIRD-PARTY LINKS

Certain content, products and services available via our Platforms may include materials from third parties.

Third-party links on our Platforms may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### 8. USER CONTENT

Our Platforms and services may enable you to share your content or materials, such with us or other customers and users (collectively, "User Contributions").

All User Contributions must comply with our content standards set out in these Terms. You're responsible for all the content that you post on our platform.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on our Platforms, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings By using our Platforms, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform,

display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

## 9. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Platforms or in our Services that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in our Services or on our Platforms is inaccurate at any time without prior notice (including after you have submitted your order).

## 10. DIGITAL MILLENNIUM COPYRIGHT ACT

We respect the intellectual property rights of others and require that the people who use our Platforms and products do the same. We may terminate the privileges of users who infringers of intellectual property rights. If you are a copyright owner and believe that any content posted on our Platforms infringes upon your copyrights, please provide our designated copyright agent the following written information in accordance with the Digital Millennium Copyright Act (the "DMCA"):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit location of the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our DMCA designated copyright agent for notice of claims of copyright infringement on the Site is our General Counsel, who can be reached as follows:

V-Labs Ltd.

Attn: Legal Department

team@getpizazz.com

## 11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR PLATFORMS OR TO YOUR

DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF OUR PLATFORMS, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR PLATFORMS IS AT YOUR OWN RISK. OUR PLATFORMS, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR PLATFORMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

### 12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### 13. SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## 14. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

### 15. GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Israel. without giving effect to any choice or conflict of law provision or rule (whether of the State of Israel or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or our Platforms shall be instituted exclusively in the appropriate courts of Tel-Aviv in Israel. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **Limitation on Time to File Claims**

IN LIGHT OF THE NATURE OF THE USE OF OUR PLATFORMS AND SERVICES, IT IS HEREBY AGREED THAT ANY CAUSE OF ACTION OR CLAIM

YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR OUR PLATFORMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED AND THIS SECTION MUST BE CONSIDERED A CONSENT FOR THE STATUTE OF LIMITATIONS ACCORDING TO SECTION 19 OF THE STATUTE OF LIMITATIONS, 5718-1958.

### CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. Your continued use of or access to our website or the Services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at team@getpizazz.com

PLEASE ALSO NOTE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THESE TERMS OF USE