

## **My Record - Terms of Use**

The app is currently in its pilot phase. The app, as well as these Terms of Use, are frequently reviewed and revised by us. Feel free to send any input and suggestions to our attention at [contact@my-record.net](mailto:contact@my-record.net).

### **Introduction**

1. The My Record application (the "**Application**") is offered by My Record Ltd. ("**Company**" or "**Us**"), PO Box 511664526, 10 HaOranim St., Zichron Yaacov. The Application allows registered users ("**Users**" or "**you**") to upload and publish stories about personal events and experiences while "pinning" the stories with their place of occurrence. The Application further allows Users to comment on stories by other Users. Alongside the voice recording, Users may upload images, videos, documents or other files that relate to their stories provided that all uploaded and/or posted materials meet these terms of use ("**Content**").
2. By clicking the "I Accept" button while downloading the Application and/or otherwise using the Application, you accept the terms herein as well as Company's Privacy Policy [HYPERLINK] "**Terms of Use**").
3. If you do not understand or if you disagree with any of the terms contained in this document, you are requested to refrain from using the Application altogether.
4. Company reserves the right to change, remove and modify any of these Terms of Use at any time, without need of prior notice. Any such change will take effect upon its appearance in the updated Terms of Use. Any use of the Application following the publication of the change will be deemed the User's consent to the updated Terms of Use.
5. You may not use the Application if you are under 13, or the minimum age in your country which allows minors to engage in activities such as the Application offers.

### **The Services**

6. When setting up an account, you will be asked to provide information that will enable us to identify you, such as your full name, cell phone number and e-mail address . All registration details must be complete and accurate.
7. In order to allow the Company to possibly monitor the Content, the Content is currently limited to the Hebrew and English languages. We aim to expand the use of the Application to additional languages.
8. We may decide, at our sole discretion, that you may not set up an account with the Application or that your account will be removed, should we believe, inter alia, that you (1) made illegal use of the Application; (2) violated these Terms of Use; (3) used the Application in a way which was incommensurate with its intended uses; (4) provided incorrect details at registration, or (5) allowed a third party to impersonate and/or act on your behalf.

9. You may delete any Content you have uploaded to your account. Upon deletion of a particular story, all comments and any other related Content posted by other users shall be deleted as well.
10. You may terminate your account at any time. Upon termination of the account, you will be given the option to irrevocably remove from the Application the stories you had published under your account (all or some stories, at your option). Should you remove any story, all the comments published in connection with it will also be automatically removed. Therefore, it is advisable to terminate the account only if you want to remove all your stories and their related comments. Should you decide not to remove a particular story while terminating an account, that story will be kept in our systems and continue to be displayed under your username, until it is removed by us, at a time of our choosing. So long as the story is displayed, you shall be bound by these Terms of Use in connection with that story. Should you set up a new account at a later time by providing the same registration information that you had originally provided in connection with your terminated account), and provided that the Content had not been removed by us by that time, the Content will be re-identified with your new account.
11. You may not selectively delete any Content posted by other users, including any comments posted by users in response to your story. If you want to delete another person's comment on the story you uploaded, you may remove your story, and with it all the related comments will be removed. If the comment posted to your story does not meet these Terms of Use, please contact us at [contact@my-record.net](mailto:contact@my-record.net) and request its removal.
12. Since we do not guarantee that any Content uploaded by you to the Application will be permanently stored in our systems or published, we recommend that users keep copies of their Content. We especially recommend that Users will keep in their systems, save and safeguard their recorded Stories.

#### **Content Restrictions**

13. We strive for a civilized discourse, conducted in a safe space. You are therefore required to be cautious when uploading Content and to be mindful of all language and imagery. Any Content that you post, whether intended for the general public or for a customized audience, should be, for the sake of caution, suitable for all ages.
14. You may not post any Content under another person's name or impersonate another person using your account.
15. It is in Company's sole discretion to decide whether any Content shall remain or be removed from the Application. Company may exercise its discretion at its own initiative or as a result of a third-party request. Company may remove any Content over any concern that the Content violates any provision of law or these Terms of Use. Company may further determine that certain Content is inconsistent with the intended purpose of the Application or incommensurate with the type of Content which, in Company's view, is generally expected from the Application. The availability

of certain Content in the Application for any period of time will not derogate from Company's right to remove it at any time and for any reason.

16. Your approval of these Terms of Use does not derogate from Company's right NOT to publish any Content. Uploading Content to the Application is deemed an offer from you to Company to publish it, and Company may decide not to accept your offer. In addition, Company may accept your offer and publish the Content, but later withdraw its consent and remove some or all of it.
17. Should you come across any Content in the Application that you suspect to be unlawful or to violate these Terms of Use, please contact us at [contact@my-record.net](mailto:contact@my-record.net), and we will address the matter and respond to your request.
18. We have the right, but not the obligation, to monitor and review the Content before or after its publication, at our sole discretion. Our right to review the Content shall not, by itself, create any liability on our part with respect to the Content. Our prerogative to review materials will not derogate from your exclusive responsibility over your Content, as in any case, you must make sure prior to publication that the Content does not raise any legal difficulties or violates these Terms of Use. If following publication there is a change of circumstance that raises a concern of illegality or breach of the Terms of Use, you must remove the Content immediately.
19. You may not publish any Content which entails –
  - 20.1 A violation of any provision of law.
  - 20.2 False, misleading, or deceptive materials or statements.
  - 20.3 An enticement to a criminal offense or any cause for a civil lawsuit.
  - 20.4 A violation of any intellectual property right, including copyright and trademark.
  - 20.5 Libel, a violation of the right of publicity or the right of privacy, including without limitation, Content which provides identifiers of any person without that person's consent, such as home or e-mail address, or unauthorized disclosure of personal and confidential information (e.g. financial information or personal status); Content which contains the identifiers of a minor (e.g. name, place of residence, school or contact info). Any publication of anything related to a minor requires the consent of his or her parents or legal guardians.
  - 20.6 Pornographic Content, or Content which includes sexual references that are inappropriate given the potential audience, including minors.
  - 20.7 Advertisements, or any material that includes a dominant commercial message which overrides its content value.

- 20.8 Offensive, obscene, threatening, or hostile language.
  - 20.9 Expressions of racism, discrimination, manifestations of hostility against the general public or sections of the population, pertaining to skin color, race or national-ethnic origin, gender, sexual orientation, physical or mental disability, occupation or political affiliation.
  - 20.10 Content whose purpose or effect is to cause harm to Company or the Application.
  - 20.11 An impersonation by the account holder or the alleged writer or creator to another person.
20. To the extent that Content you upload includes a hyperlink to a website or to another application, you have the responsibility to ensure that that third party site or application do not contain any unlawful content or content that is in violation of these Terms of Use.
21. You may not use the Application to disseminate or send advertisements or promotional material to other Users. You are strictly forbidden from using the Application for the purpose of sending spam messages of any kind.

### **Intellectual Property**

22. Company grants you a nontransferable license to use the Application on any computer, mobile, or other device that you own or control. The terms of these Terms of Use will govern any content, materials, or services accessible from the Application as well as upgrades provided by Company that replace or supplement the original Application, unless such upgrade is accompanied by other terms of use. You may not transfer, redistribute or sublicense the Application and, if you transfer ownership on your mobile device to a third party, you must remove the Application from the mobile device before doing so. You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Application).
23. The Application, including any design, photograph, text, logo, sound recording, graphics, image and any other material which is embedded in or displayed by the Application, are protected by intellectual property rights, including copyright. In the relationship between Users and Company, Company owns the intellectual property rights in the registered and unregistered trademarks associated with My Record and/or holds the necessary permissions for the operation of the Application.
24. The Content, including the stories and the comments, is subject to third party copyright. You may only make personal and private use of the Application and all materials within. You may not make any commercial use of the Content, including the

stories, or of the Application, without obtaining the prior written consent of Company and/or the applicable rights holders.

25. You may not, either yourself or by way of permitting others, modify, reproduce, copy, publish by any means (including online or through other applications), transmit, publicly display, disseminate, create derivative works or distribute the Content, including any text, recording, trademark, design or image included therein, without Company's or the applicable party's prior written consent, as the case may be.

#### **Intellectual Property - Uploading Content**

26. You warrant that any Content that you may post or upload is entirely original with you and that you own or control all intellectual property rights in the Content, or alternatively, that you have received all required permissions, in advance and in writing, from the rights holders to use it within the Application. Please be aware that it is legally prohibited to copy or borrow any story, or any part of it, from another work, and that any material that you may attach or include in your story, if created by another person, requires the creator's prior written approval.
27. To the extent that any Content you upload includes music, video, texts, images or any other work by a third party, you warrant that you hold all the rights and permissions necessary for the use of the material within the Application, or alternatively that you have received all relevant rights (e.g. copyright, performers' rights and synchronization rights) for said use of the material. You are solely liable for the inclusion of any work in your Content. You are solely responsible for all payment obligations (e.g. royalties and residuals) that may arise in connection with the use. The Company will not be subject to any obligation or liability, either monetary or other, toward any rights holders of the works contained in the materials that you upload to the Application.
28. Your content will not violate any third party moral rights. In the event that you lawfully publish works by third parties in the Application, you must grant the original creator appropriate credit in conjunction with the Content.
29. You grant Company an exclusive license to distribute and publish the Content that you upload or post within the Application and to perform all activities involved in said publication, including copying, storing, transmitting and converting files. You authorize Company to publish the Content in the Application and to distribute it in the various technologies in which it is, and will be, available.
30. These Terms of Use should not be construed as a substitute for professional legal advice. Before uploading any third-party work to the Application, you are advised to ensure that the use of the work is lawful, that you have the necessary rights to use it, and that you are in fulfillment of all conditions and obligations involved in publishing third party materials, such as paying royalties or providing proper credit.

### **Consent to Use of Data**

31. You agree that Company may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Application. Company may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

### **Limitation of Company Liability**

32. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
33. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Company's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
34. The Application is a technological platform which allows for independent and unsolicited uploading of Content. The Content is not on behalf of Company, but solely on behalf of and under the responsibility of the Users who upload it. Therefore, Company is not liable for the conduct of Users and visitors to the Application, or to

any Content on their behalf. The company will not be liable to any damage caused to any third party as a result of the publication of any Content. The Application's Users and visitors have sole responsibility over the publication of any Content they upload. Whether you are a user or a visitor, you undertake to indemnify the Company for any damage or liability caused to Company as a result of any Content you have published, including without limitation, Company's legal costs and expenses.

35. Company shall not be liable for the conduct of Users and visitors of the Application, or to any Content on their behalf. Company is not responsible for the Contents' compliance with the provisions of any law, or for the veracity of the Content or its completeness. Company shall not be responsible for any damage caused to any third party as a result of the publication of the Content or any reliance on the Content.
36. The Content should not be construed as a qualified recommendation, and it may not replace consultation with professionals such as physicians, lawyers, investment brokers or consultants in other fields.
37. We aim for the Content to appear in the Application for as long as possible. However, we reserve the right to remove stories and any other Content from the Application for any reason, including and without derogating from the generality of the aforesaid, due to any complaint over copyright infringement; technical issues affecting the availability of the Application; concern over suspected violation of any law or non-compliance with the Terms of Use; The lack of adequacy, in our opinion, between the Content and the spirit of the Application or its purpose; any considerations concerning the operability of the Application, the prevention of an overload on Company's systems, or any considerations concerning user experience.
38. We reserve the right to make any changes to the Application, remove and suspend any functionalities, at any time, according to our sole discretion. We may discontinue the availability of the Application, temporarily or permanently.
39. There may be technical problems in the process of "pinning" (i.e. identifying) a geographical location that is linked to a particular story, including possible mapping errors. The story may be consequently linked to a wrong location or to no location at all. Company will not be liable for such errors.
40. We do not undertake and do not give any representation as to the availability, functionality, or performance of the Application. The Application may be supported by some mobile devices and operating systems, but not all.
41. You are solely responsible for any use and any action you perform in connection with the Application and undertake that any use or action you may take will be in accordance with all applicable law. You warrant that you will refrain from any use of the Application that may disable, impair or damage it, including the use of viruses and malware.
42. The Application may enable access to Company's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the

External Services at your sole risk. Company is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Company or its agents. You will not use the External Services in any manner that is inconsistent with the terms of these Terms of Use or that infringes the intellectual property rights of Company or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Company is not responsible for any such use. External Services may not be available in all languages or in your home country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Company reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you. You undertake to indemnify Company for any damage, loss or liability, financial or otherwise, in connection with your violation of the law or the violation of the provisions of the Terms of Use.

#### **Miscellaneous**

43. You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.
44. This Terms of Use agreement is effective until terminated by you or Company. Your rights under this agreement will terminate automatically if you fail to comply with any of its terms.
45. The Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.
46. Company may assign its rights and obligations under this document to any third party, at its sole discretion and without any obligation to announce the assignment in the Application or otherwise.



47. In the event that it is determined that one of the terms of this document is invalid or unenforceable, it will not detract from the validity of the document and / or the validity of the other terms specified therein, while the revoked condition will be replaced by a new condition that is as similar and consistent as possible.
48. These Terms of Use are governed by the laws of the State of Israel.
49. All matters related to and arising from the Application and/or this document will be under the exclusive jurisdiction of the competent courts in the city of Tel Aviv, Israel.