

Terms of Use – Check Mate

1. Thank you for using Check Mate (hereinafter: "**the Website**", "**We**" or "**Check Mate**"). Check Mate is a digital Internet platform designed to help business owners and companies to operate better in the business and digital arena.
2. The Website is operated and managed by Sagi Digital Partner Ltd., of 5 Totzeret Ha'aretz, Tel Aviv (hereinafter: "**the Website Owner**" or "**the Company**").
3. The following are the Terms of Use of the Website and of the Services offered through it. The Terms of Use set out herein are applicable to and are binding upon any person that chooses to use the Website or its Services (hereinafter: "**the Users**" or "**the Clients**").
4. You are requested to read these Terms of Use carefully, and to act in accordance therewith. In receiving or purchasing Services from the Website and/or through it you agree to and accept these Terms of Use.
5. Please note that these Terms of Use constitute an agreement between the Website Owner and the users. In any case of a breach of these Terms of Use, the Website Owner reserves its right to take legal or other actions against the breaching party and/or any person acting on his behalf.
6. The Website reserves the right to change and/or revise the provisions of these Terms of Use, at its discretion and according to any changes occurring in the Website. It is advisable to revisit these Terms of Use from time to time. The date of the last revision of the Terms of Use appears at the bottom of this document.
7. The provisions of these Terms of Use are formulated in masculine form for purposes of convenience only. They relate equally to both genders.

A. Use of Check Mate

8. Check Mate is an innovative platform, through which business owners can obtain a digital marketing plan, providing an analysis of the existing situation and that which they aspire to achieve, through the choice of three service packages described hereinbelow and extensively on the Website.
9. Use of the Website is intended for any business owner who operates on the Internet and wishes to improve his work processes by obtaining a reflection of his activity and receiving advice from experts.
10. Use of the Website shall be only in accordance with and subject to these Terms of Use. No use shall be made of the Website other than the uses or services offered by it. **Any commercial or business use other than for the purpose of obtaining Services from the Website, or any use other than in accordance therewith, constitute a serious violation of these Terms of Use, and shall lead to immediate legal action.**
11. Any act of hacking on the Website and/or server and/or of any material and or computer files therein, and/or any data collection from the Website by means of automated software, or any use of data mining, bots, reverse engineering or any similar methods of data collection and extraction and/or exploitation of the

Website for the purpose of operating or sending any virus, malware or any other manual, automated, analogue or digital application which is liable to harm the Website and/or any third party and/or infringe their privacy and/or prevent them from reasonably using the Website, are hereby expressly prohibited.

12. The Website may also remove any information and/or content and/or refrain from publishing it, in whole or in part, at any time, at its discretion and without the need to notify the User or give reasons for doing so.

B. The service packages offered by the Website

13. As aforementioned, the Website allows business owners to obtain a reflection of their digital activity, and a structured action plan based on the data obtained and on our many years' experience, in order to help them improve their business activity.
14. The Website offers a choice of three packages – the Free package, the Basic package and the Full package. The content and details of the packages are described on the Website.
15. The process of data collection, analysis and submission of presentation to the Client will take up to ___ days from the date of receipt of all the relevant information from the Client for the Basic package, and up to ___ days from the date of receipt of all the relevant information from the Client for the Full package.
16. For the purpose of beginning the process, the Client undertakes to deliver all the information and to follow the instructions within 5 business days from receipt of the instructions.
17. The prices of the packages shall be determined by the Website, at its discretion.
18. It is hereby clarified that the Website Owner is entitled to change the packages and their names at its discretion. The determining content of the package shall be in accordance with the format agreed to by the Client.

C. The process of purchasing the service packages

19. If you wish to obtain Services from the Website, through one of the packages offered above, you shall be requested to enter your email address in the place designated therefor on the Website, and an email shall be sent by the Website, containing initial questions about the Client and his business.
20. At the second stage, for the purpose of continuing the process, the Client will be requested to enter his personal details, and also to accept and agree to the provisions of these Terms of Use, on a designated form, and then to select one of the offered service packages (hereinabove and hereinafter: "**the Services**").
21. If the Client chooses the Basic or Full package, he shall be requested to complete the process by payment via the PayPal platform, subject to the following conditions:

21.1. payment shall be made in accordance with PayPal's Terms of Use;

- 21.2. purchase confirmation and the details of the package shall be sent to the Client's email address that he had provided; please note that filling out and sending the order form and making the payment do not, in themselves, constitute confirmation of payment – only payment confirmation by PayPal;
- 21.3. all the details provided during the process of placing the order must be true and correct; the Website reserves its right to take civil or criminal legal action against any ordering party who gives false and/or incorrect details, obstructing the sale process; please note that submitting false details constitutes a criminal offense;
- 21.4. Without derogating from the foregoing, if any incorrect or false details are given, the Services shall not be provided.

D. Provision of the Services

22. After receipt of payment confirmation (where a package is purchased for a charge), we shall contact you during the next two business days, via the email address that you have provided, and provide you with instructions for continuing the process.
23. Depending on the package that you have purchased, you shall be requested to provide us with details of the digital activity of your website, to place a pixel on the website, to provide user permissions for advertising accounts and Google Analytics, and to provide information about you and your competitors (hereinafter: "**Client Information**").
24. The Client undertakes to deliver the Client Information to the Website within 5 business days.
25. If use of external tool belonging to third parties is required for the provision of the Services, in order to obtain information about the Client's Website and its activity, it is hereby clarified that such accounts shall be created in the name of the Client, that the Client's contact info will be entered into these accounts and that those accounts will be used in accordance with the specific terms of use thereof (hereinafter: "**External Tools**").
26. It is hereby clarified that any accounts in External Tools, if any are created, are temporary free accounts, designed to provide initial information for the purpose of the provision of the Services. Upon completion of the Website's consulting process, the Client will be able to choose whether or not to continue using these accounts, and to purchase a license for this purpose. Please note that continued use of External Tools without obtaining the applicable license is prohibited and constitutes a violation of the Terms of Use of such tools, which is liable to lead to legal action against you.
27. **Please note: the provision of the Services depends on full cooperation with the Website's representatives, which includes following instructions, answering questions, providing access and authorized permissions, placing a pixel on the website, availability via telephone and the provision of relevant details. Without**

such cooperation, we shall not be able to optimally provide all or any of the Services.

28. In the event of lack of cooperation on the part of the Client or failure by the Client to satisfy the time requirements, the Website may notify the Client that any information and advice that he may receive will only be partial, or that in view of the lack of cooperation the Website is unable to provide the Services to him. In any case of lack of cooperation by the Client, the Client shall not be entitled to any refund.

E. Cancellation policy

29. Please note that the Website team will begin to provide the Services immediately after you register for the service. Therefore, the amount charged in the case of any cancellation of a transaction shall be in proportion to the time that elapsed between the time of registration and the time of cancellation, as follows:
30. In the event of an immediate cancellation, i.e. before the initial email message from the Website containing instructions for continuing the process ("**the Initial Email**") is received, the Client shall be charged 10% of the value of the transaction.
31. In the event of a cancellation occurring after the Initial Email is received, the Client shall be charged 60% of the value of the transaction, provided that the notice of cancellation is sent within 5 business days from the date of receipt of the Initial Email.
32. In the event of a cancellation occurring at any time thereafter, the Client shall not be entitled to any refund.
33. Notice of cancellation shall be sent in writing, via email. The Client shall bear the costs of the clearing fee for the cancellation.

F. Liability disclaimer

34. As aforementioned, Check Mate is a platform providing digital consulting services, inter alia by reflecting collected data and the Client's business goals.
35. The Website's representatives make their best efforts to match the advice provided to the Client and his needs, in order to improve and promote his business. However, please take into consideration that the success of the advice obtained through the Website and its representatives depends on many factors and variables, which are outside the control of the Website and/or any person acting on its behalf, and vary from one Client to another. The Website does not promise or purport to promise or guarantee that the Client will succeed in achieving the desired improvement or in realizing all his goals in connection with the advice provided.
36. Any use of information and/or advice and/or its products and/or instructions and/or analyses and/or tools and/or improvements (hereinafter: "**the Advice**") received as part of the provision of the Services by the Website is at the User's sole risk.

37. Neither the Website nor any person acting on its behalf shall be responsible or liable for any direct or indirect bodily injury or property damage and/or loss, caused to the User and/or any third party as a result of the Advice and/or in connection with any act done or not done based on the Advice and/or in connection with the use of any of the products of the Advice, or one of the digital tools to which the Client was referred or which was recommended to him by the Website. The Client hereby waives any claim and/or demand and/or suit against the Website and/or any person acting on its behalf with respect to any matter and/or damage or loss caused to or incurred by him as a result of or in connection with Services received as part of his contract with the Website.
38. Without derogating from the generality of the foregoing, neither the Website nor any person acting on its behalf shall be liable or responsible for any damage or loss incurred as a result of any lack of compatibility of the Services or products offered to users by the Website and/or their compatibility with their PC and/or any damage, malfunction, fault or failure in the software, server or any service provided by third parties on which the activity or operation of the Website depends.
39. The Website does not undertake to maintain backup for every content displayed or presented to the Client and/or uploaded and/or stored and/or appearing on the Website. Also, the Website may temporarily shut down the Website, in whole or in part, for the purpose of maintaining, revising or upgrading it, or for any other purpose, and shall not be liable for any damage caused as a result.
40. The Website Owner does not warrant that the service provided on the Website will not be interrupted, will be provided regularly, without any breaks and interruptions and/or will be immune from illegal access to the company's computers, damage, malfunctions, faults or failures in the hardware, software or lines of communication of the Company or of any of its suppliers, or that it will not be impaired for any other reason. Neither the Website Owner nor any person acting on its behalf shall be liable for any direct or indirect damage caused to the Users as a result of any of the foregoing.

G. Privacy policy

41. The following is information about our privacy policy and how we use the information provided to us.
42. **The information collected by us**
 - 42.1. As described hereinabove, during and for the purpose of the provision of the Services you shall be required to provide contact details and also details and information about your digital activity, including advertising budgets, surfing traffic, information about the products and services that you provide, information about competitors, etc.
 - 42.2. These details and information are stored in the Website's database.

43. **Use of the information**

- 43.1. All the information provided to us is requested for the purpose of providing the Client with the solutions and Advice best suited for him. The information shall be used only for the needs of the Client, and for this purpose only.
- 43.2. Neither the Website nor any person acting on its behalf shall transfer this information to any third parties without prior consent, except in accordance with the provisions of these Terms of Use, and/or of the law and/or under any judicial order.
- 43.3. We may contact you from time to time, via various means of communication (including email, text messages, etc.), and offer you advertising material on products and/or services and/or special offers and/or activities of the Website and/or the Website Owner and/or its business partners, and any other information we believe would interest the Users. In giving your details to the Website, you agree that the Website Owner and/or any person acting on its behalf and/or authorized by it may contact you.
- 43.4. Users shall have the option, at any time, to request to be removed from the distribution list used for sending such messages (opt-out), by following the instructions contained in all the messages sent. You may also contact the Website, at any time, to request that your details be removed from the database.
- 43.5. The Website reserves the right to use the collected information for supervision, control, revision, improvements, and our learning processes and statistical needs.
- 43.6. If you do not wish to provide any information to the Website, or prefer that no information about you be stored, please do not give any personal details and/or refrain from using the Website's Services.
- 43.7. In certain circumstance, the Website may use 'Cookies' and other, similar means, which are small files sent to your computer. These means are required for the ongoing proper operation of the Website, including for collecting statistical data on the use of the Website, authenticating information, adjusting the Website to your personal preferences and information security, and also for making your repeat use of the Website more efficient. Please note that if you do not wish to receive Cookies or prefer that the Website not collect information about you, you can reset your browser to refuse Cookies or stop using the Website.

44. **Users' options**

- 44.1. The Website takes various measures in order to protect the secrecy of the information stored by it and the privacy of the users. However, the Website cannot guarantee absolute and hermetic protection, and that

the information will not be revealed as a result of any malicious or intentional act against the Website. If you prefer that no information about you and/or your use of the Website will be stored, please refrain from using the Website.

- 44.2. If you prefer that certain information about you not be stored, please do not give any personal details and/or refrain from using the Website's Services.
- 44.3. If you do not wish to receive Cookies, or if you prefer that the Website not collect information about you, you can change the settings of your web browser or stop using the Website. Please note that if you disable Cookies, certain website features may not function properly.

H. Intellectual property

- 45. Any and all intellectual property rights, including copyrights and other intellectual rights in the Website and in the content contained therein, including in the Website's texts, ads, designs, pagination, graphics, photographs, illustrations, logo, name and domain, in the technological knowledge required for its operation, and any applications, computer codes and/or other material contain in the Website, belong solely to the Website Owner.
- 46. All the solutions, ideas, applications, advice, tips, tools, processes, suggestions for improvement, practices, drawings, tables, etc. (hereinafter: "**Advice Tools**") offered or provided to the Client as part of the process of the provisions of the Services belong to the Website Owner, who may do with them any act which an owner is entitled to do. The Client may only make personal use of the Advice Tools for the purposes of his business.
- 47. No use shall be made of such content, including ads, without obtaining an express written license for doing so from the Website Owner. No part of the Website may be copied, reproduced, published, distributed, publicly performed, broadcast, sold or made available to the public, including in an exposed or concealed frame, without the prior written consent of the Website.

I. Miscellaneous

- 48. Without derogating from anything stated herein, the User hereby agrees that the prescription period for any claim and/or demand and/or suit against the Website and/or its owners shall be limited to 6 months, and the parties deem the foregoing to be an agreement as to the period of prescription, within its meaning in the Prescription Law, 1958.
- 49. The competent court in Tel Aviv-Jaffa shall have exclusive jurisdiction to hear and adjudicate any dispute or matter between the parties arising out or in connection with this agreement, in accordance with the laws of the State of Israel. User hereby waives any right to file a claim in any other jurisdiction.

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