

GET TESTED

Terms & Conditions:

These Terms and Conditions («Terms») govern your use of our site, the testing services provided through our site and/or your participation as a tester on our site. You agree to be bound by these Terms by using our site and services and/or participating as a tester. If you do not agree to these Terms, do not use our site, services and/or register as a tester. If you are using our site or services on behalf of a company or any other organization, you represent that you have full power and authority to bind such company or organization to these Terms. By using our site and services and/or registering as a tester you represent that you are doing so lawfully, in compliance with any applicable law and without violating any agreement or right of any third party. Minors are prohibited from using our site and/or registering as testers.

Confidentiality

Each party («Recipient») agrees to retain in confidence any information provided to it by the other party («Discloser») that is either marked as confidential or proprietary or that Recipient knew, or should have reasonably known, was confidential due to the circumstances surrounding the disclosure by Discloser («Confidential Information»). Confidential Information does not include any information that (a) is publicly known at the time of disclosure or thereafter becomes publically known through no fault of Recipient, (b) is received by Recipient from a third party without breach of any confidentiality undertakings, (c) is published or otherwise made known to the public by Discloser, (d) was generated independently without reference to the other party's Confidential Information, or (e) is required to be disclosed under a court order or pursuant to any applicable law, provided that prior to such disclosure Recipient provided Discloser with prior written notice thereof, as permitted by law. Recipient undertakes to use Confidential Information only in relation to the performance of these Terms and not to disclose Confidential Information to any third party. Recipient shall not modify, reverse engineer, decompile, disassemble create other or derivative works from any Confidential Information. Recipient shall use at least the same standard of care with the Discloser's Confidential Information as it does with its own Confidential Information, but in no event less than a reasonable degree of care. Upon termination or expiration of these Terms, or upon Discloser's written request, Recipient shall return or destroy all Confidential Information provided under these Terms. Each party acknowledges that breach of these confidentiality provisions would result in irreparable harm to the other party, for which monetary damages would be an insufficient remedy, and therefore that the other party will be entitled to seek injunctive relief to enforce the provisions of these confidentiality provisions. All testers agree to terms that include these confidentiality provisions with regard to any testing services they provide. Testers will keep all Confidential Information received from customers and/or in regard to their tested applications and/or web- sites (including the existence of such applications and/or web-sites and or their engagement hereunder) in absolute confidence.

Testers are prohibited from disclosing or using any Confidential Information other than for the strict purpose of provide the testing services hereunder. We will not be held liable for breach of confidentiality by customers and/or testers. These terms of confidentiality shall be deemed to have been concluded directly between customers and testers and/or they shall be deemed to be third party beneficiaries thereof, as required in order to assert their rights hereunder between themselves. These provisions of confidentiality shall survive for a period of five years after the expiration or termination of these Terms for whatever reason.

Communications Between Customers and Testers

Customers and Testers may only communicate with each other through our site and may not contact one another through any other means. Testers and customers are prohibited from providing any contact information or means other than that provided on our site. Customers may not solicit or hire any tester to perform testing services other than through our site for a period of one year from the completion of any testing services conducted on our site with that tester. Any such solicitation or hiring will be considered a material breach of these Terms and may result in the termination of these terms and your access to this site, our services and/or your participation as a tester.

Restrictions

You shall not submit, upload to, distribute through or otherwise post to the site any material that: (1) is libelous, defamatory, threatening, abusive, scandalous, obscene, pornographic or unlawful or that encourages a criminal offense; (2) contains any advertising, promotional, solicitation or other commercial material, including the uniform resource locator («URL») of a web- site, unless the web-site in question relates directly to a testing project on the site (notwithstanding the foregoing, you may post the URL of a web-site containing a portfolio of sample works); (3) contains material from other copyrighted works without the written consent of the owner of such copyrighted material, other than reasonable excerpts permitted under the copyright doctrine of fair use; (4) infringes any copyright, trademark or patent, incorporates any material that constitutes a trade secret of a third party, or violates any property rights, rights of privacy or publicity or any other rights of any third party; (5) contains any software viruses or any other code, file, program or malware that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment or to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. We reserve the right (but are not obligated) to do any or all of the following: (1) investigate any allegation of violation of the foregoing restrictions; (2) remove any content that is deemed by us to be in violation of the foregoing restrictions; (3) monitor, edit or disclose any content posted on or through our site, regardless of whether such content violates any of these Terms. We and whomever on our behalf have no liability or responsibility to users of the site or any other person or entity for performance or non-performance of the aforementioned activities.

Ratings

Our site has developed and implements methodologies to rate tester's performance and we allocate and offer test projects to testers according to such rating. Rating methodologies and their implementation and dissemination are in our sole discretion. Neither customers nor testers shall have any claim towards us with regard to a tester's rating and/or the methods we use to determine a tester's rating and/or the resulting offers of testing projects to testers and their allocation according to such rating and/or the quality of services that result therefrom.

Customer Terms

Our site offers customers access to our testing platform for mobile apps and web-sites. We currently offer two primary testing services — bug testing and user experience feedback. The tests are performed by testers who register to provide their services through our site. Testers are independent contractors and are not our employees or agents and we disclaim any liability for any of their acts or omissions. By making use of our site and services customers acknowledge and agree that we function as an intermediary, connecting customers with testers to evaluate and provide software testing services. We make no representations or warranties as to the quality of services provided by the testers. No guarantee is given that any or all test results (such as, but not limited to, bugs, test cases, test data, test scripts, and other test results, collectively — «Test Results») in connection with a customer's software will be found, diagnosed, or resolved as a result of engaging testers through our site. **WE DO NOT GUARANTEE THE PARTICIPATION OF A MINIMUM NUMBER TESTERS, REPORTED OR APPROVED TEST RESULTS, OR THE SERVICES PERFORMED BY THE TESTERS. WE WILL NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF PENETRATION TESTS OR SIMULATED ATTACKS PERFORMED BY TESTERS AS PART OF ANY SECURITY OR VULNERABILITY TESTS.** Customers may purchase testing services at a fixed fee per tester for the number of testers designated in the Order. These services need to be completed within the time period stated in the Order. Testers are allocated automatically by our platform according to their rating. If the testing services are not completed by the designated number of testers within the designated time period, the customer will be credited the difference in fees for future use of testing services. The fees applicable to a testing cycle shall be as set forth in an Order. An Order may contain further provisions that are applicable to that Order. Fees are due and payable immediately upon completion of the Order and designation of the testers allocated to execute the testing services ordered. In the event that you dispute an invoice, you must notify us within 15 days of the invoice date, otherwise such invoice shall be deemed undisputed. Overdue payments shall bear interest at 1.5% per month or such lower rate as shall be the then highest rate permitted by law. Unpaid fees shall be grounds to terminate customer's access and use of our site and services without refund of any fees paid. All prices are exclusive of all taxes, duties, VAT, withholdings and other governmental assessments. You agree not to use our site to post false or misleading test project descriptions. We have sole discretion in determining the appropriateness of any content posted to or available through our site. You shall not falsify

your identity or the identity of any third-party and you represent and warrant that your content will not include incomplete, misleading or inaccurate information. You agree and acknowledge that we may aggregate and share anonymous information with third parties, including data related to general testing time, standards, average number of bugs found and other Test Results reported, the number of bugs fixed, and additional aggregated statistical reports regarding customer's applications that are being or have been tested. We will not specify any customer's name or provide personal information relating to the customer (including e-mail addresses, accounts or financial information), but may mention the business areas or industries in which a customer operates and the type of applications or web-sites being tested. **YOU HEREBY AGREE TO INDEMNIFY US AND WHOMEVER ON OUR BEHALF FROM AND AGAINST ANY COSTS, EXPENSES LIABILITIES AND FEES (INCLUDING LEGAL FEES) RELATING TO ANY CLAIMS WHICH RESULT FROM OR RELATE TO YOUR BREACH OF THESE TERMS.**

Tester Terms

By registering as a tester, you acknowledge and agree that you are an independent contractor and not our employee. As an independent contractor, you are not entitled to participate in any employee benefits provided from time to time by us to our employees. You are responsible for providing and maintaining all computer equipment and internet connectivity necessary for the performance of your services as a tester. We are not obligated to provide you with any training, technical or administrative support or other assistance in connection with your duties as a tester. We do not guarantee that you will be assigned to any minimum number of testing projects. You may, in your sole discretion, elect to accept or decline to participate in any testing project which we offer you. In accepting a test project you will be informed of the deadline for the completion of the project and you will be responsible for determining when and how to perform the testing services in order to meet such deadline. In participating as a tester you will have access to new and developing software and information about customers to whom you will be providing testing services. You have an absolute duty of confidentiality regarding any and all applications, software and web-sites which you are testing, have tested, or will test, or any information you receive or learn of as a result of providing testing services through our site, all which are deemed «Confidential Information» as defined herein. This duty is owed both to us, the customers and any of their third-party suppliers, who shall be entitled to enforce this obligation of confidentiality as intended third party beneficiaries of these Terms for this purpose. You warrant and represent that you shall not, under any circumstances duplicate, use, distribute, copy or attempt to copy by any means, reverse engineer or attempt to reverse engineer, take screen shots or video captures of, or otherwise store any Confidential Information or disclose any Confidential Information to any third-parties whether in person, through any digital media, blogs, news sources, social networks or any other form of communication. Confidential Information is provided to you for the sole purpose of providing testing services and Testing Results to the customers and any other use is strictly prohibited. **YOU HEREBY AGREE INDEMNIFY AND HOLD US AND WHOMEVER ON OUR BEHALF HARMLESS FROM ANY AND ALL LOSSES, CLAIMS, DAMAGES, FEES, EXPENSES OR OTHER LIABILITIES ARISING FROM OR RELATING TO YOUR**

VIOLATION OF THE FOREGOING CONFIDENTIALITY UNDERTAKINGS AND FURTHER ACKNOWLEDGE AND AGREE THAT YOU SHALL BE INDIVIDUALLY LIABLE TO ANY PERSON WHO'S INFORMATION YOU IMPROPERLY DISTRIBUTE. Your status as a tester does not preclude you from working as an independent contractor or employee of any other entity. You hereby represent and warrant that your provision of testing services hereunder will not violate any contract or agreement to which you are, or may become, bound, including, but not limited to, any employment agreement, services agreement, non-competition agreement or confidentiality agreement, whether or not reduced to writing. You agree not to solicit (other than by general advertisement), or hire, any of our employees or subcontractors (including, without limitation, any tester which performs testing services for us) during the term of your engagement hereunder and for a period of one year thereafter. PRIOR TO BEGINNING WORK ON ANY PARTICULAR TESTING PROJECT/ CYCLE, YOU SHALL VERIFY AND CERTIFY TO US THAT YOU DO NOT WORK FOR AND ARE NOT AFFILIATED WITH ANY COMPETITOR OF THE CUSTOMER FOR WHOM YOU WILL BE PROVIDING TESTING SERVICES. You shall not falsify your identity or the identity of any third-party and you represent and warrant that your content will not include incomplete, misleading or inaccurate information. You agree and acknowledge that we shall not be liable for any damage caused to any computer hardware or technology environments by use of our services or performance of testing services through our site. You acknowledge that your access to the site and your eligibility to participate in testing services as a tester is strictly conditioned upon your acceptance of such disclaimer of liability. We may, in our sole discretion from time to time, implement rules and procedures regarding disputes between testers and customers. You are responsible for paying your own state, local and other taxes on fees received from us and, unless we determine, in our sole discretion, that we have withholding obligations with respect to payments to be made to you, we shall not withhold any taxes and shall have no liability related thereto. You acknowledge that we may share your tester's profile (excluding personal information), as completed by you with customers and other testers. You agree and acknowledge that we may aggregate and share anonymous information with third parties, including data related to general testing time, standards, average number of bugs found and other Test Results reported, the number of bugs fixed, and additional aggregated statistical reports regarding testers and their performance. YOU HEREBY AGREE TO INDEMNIFY US AND WHOMEVER ON OUR BEHALF FROM AND AGAINST ANY COSTS, EXPENSES LIABILITIES AND FEES (INCLUDING LEGAL FEES) RELATING TO ANY CLAIMS WHICH RESULT FROM OR RELATE TO YOUR BREACH OF THESE TERMS.

Fees, Payments and Payment Terms

You shall be entitled to receive payment solely for completing and providing Test Results for the testing project in which you participate. Fees payable to testers may vary from time to time or project to project and may be changed by us at any time. The applicable fee payable with respect to each project shall be detailed in our project notice to you. Payments to testers shall be made to tester's PayPal account. Payments through PayPal may be subject to certain fees to PayPal deducted from the payments made by us. Payments will be made monthly in arrears,

and will be credited to your paypal account by the 15th day of each calendar month for the preceding month. All amounts are stated in and all payments will be made in US Dollars. IT IS EACH TESTER'S RESPONSIBILITY TO REGISTER THE TESTER'S PAYPAL ACCOUNT WITH THE SITE. IF WITHIN THIRTY (30) DAYS AFTER THE END OF THE FIRST CALENDAR MONTH FOR WHICH A TESTER IS ENTITLED TO PAYMENT, THE TESTER HAS NOT REGISTERED THE TESTER'S PAYPAL ACCOUNT, THEN ANY RIGHT SUCH TESTER HAD TO RECEIVE SUCH AMOUNTS WILL BE AUTOMATICALLY FORFEITED. We reserve the right, at our sole discretion, to suspend or cancel any payment if: (1) the customer has disputed payment for the particular testing project; and/ or (2) the source of the funds is suspected to be fraudulent (e.g. using a stolen credit card). If payment has already been processed and is found to be either in dispute or fraudulent, you will be expected to return the funds paid or face termination of your participation as a tester on our site. We may set-off any amounts owed to us (including disputed or fraudulent payments) from any other payments or credit owed to you.

Term and Termination

These Terms will apply to your use of the site, its services, any orders for testing services («Order/s») and/or your participation as a tester. A party may provide written notice of termination. Upon notice of termination customers may not place any new Orders and testers may only complete testing services which they have committed to prior to termination. Orders made and testing services committed to prior to the notice of termination will continue in full force and effect until completed, unless we terminate your access to this site for material breach of these Terms. If you are in material breach of these terms, and this breach is incapable of remedy or if capable of remedy is not remedied promptly following written notice to you, we may terminate your access and use of our site and services and/or your participation as a tester immediately and without further notice. The term «material breach» will include any act or omission which we reasonably deem to prejudice or harm us, our site, services, customers or testers. If a party defaults in the performance of any of its material obligations under any Order or these Terms, then the other party may terminate such Order by providing written notice of such termination (including, without limitation, a detailed description of the default and the action required to cure the default); provided, however, that such termination will not be effective if the defaulting party substantially cures the default within thirty (30) days after receipt of your notice of termination. Upon termination of any Order the customer will pay for access and use of the site and services performed in accordance with these Terms prior to the effective date of termination or thereafter as reasonably required to wind up the services under the terminated Order and we will deliver to you all completed testing results.

Intellectual Property

«Our IP» means any intellectual property rights, including patents, copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed by us or on our behalf that are used by us in the performance of our obligations under these Terms — such as

computer software, methodologies and web-site content (including all images, illustrations, icons, designs and written and other materials that appear on the site). Our IP also includes any elements of the services we provide, subject to your rights in your Confidential Information that are of general applicability to our business and provisions of services to other clients. Our IP is and will remain in our sole ownership and no right or license thereto is implied by these Terms. Our IP shall be deemed to be our Confidential Information. No Confidential Information obtained by us from you shall become our property under these Terms. You hereby grant us a temporary, non-exclusive license to your Confidential Information solely as needed to perform our obligations in connection with these Terms. We agree that to the extent that a Test Result is subject to copyright, every aspect thereof, other than Our IP that may be incorporated into such Test Result, is a «work made for hire» and the tester submitting such Test Result shall be considered the author of the Test Result for all purposes and the customer ordering such test result shall be the owner of all of the rights comprised in the undivided copyright (and all renewals, extensions, and reversions thereof, and all rental rights) in and to that Test Result in perpetuity and throughout the universe. To the extent that any interest in any Test Result may not be deemed a «work made for hire» under copyright law, we hereby irrevocably assign to the customer ordering such test Result all right, title and interest in any and all rights of copyright (and all renewals, extensions, and reversions thereof) of the Test Result (other than Our IP), subject to such customer's payment of the corresponding fees for obtaining such Test Result.

Indemnity, Liability

By using our site and services each customer and tester hereby agrees to fully indemnify us and whomever on our behalf from and against any third-party claims relating to alleged infringement by such customer or tester, as applicable, of a third party's intellectual property rights. By using our site and services each customer and tester hereby agrees to fully indemnify us and whomever on our behalf from and against any third-party claims relating to alleged infringement by such customer or tester, as applicable, of a third party's intellectual property rights. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; THAT THE SITE, THE SITE CONTENT AND OUR SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION, USE OR OTHER EXPLOITATION OF THE SITE, THE SITE CONTENT AND OUR SERVICES, AND AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THEREFROM NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WE PROVIDES THE SERVICES AND TESTING RESULTS SOLELY FOR INFORMATIONAL PURPOSES TO YOU. YOU ARE SOLELY RESPONSIBLE FOR ANY DECISIONS MADE BASED ON SUCH

INFORMATION. YOUR USE OF THE SITE, THE SITE CONTENT AND THE SERVICES IS AT YOUR OWN RISK. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER WE NOR ANYONE ON OUR BEHALF WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO ANY OF THEIR OPERATION, USE OR OTHER EXPLOITATION. UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM US OR ANYONE ON OUR BEHALF ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE SITE, SITE CONTENT OR OUR SERVICES, EVEN IF HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY FOR DIRECT DAMAGES TO YOU UNDER THESE TERMS SHALL BE LIMITED TO THE CONSIDERATION PAID OR PAYABLE BY YOU TO US FOR THE USE OF OUR SITE OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE SHALL HAVE NO LIABILITY FOR ANY DAMAGES THAT MAY RESULT FROM YOUR USE OR INTERPRETATION OF THE SITE, THE SERVICES OR THE TEST RESULTS AND/OR THE ACTS OR OMISSIONS OF ANY CUSTOMER OR TESTER.

Miscellaneous

Entire Agreement. The terms and provisions herein and any Orders constitute the entire agreement between the parties and shall supersede all previous communications, either oral or written between the parties hereto with respect to the subject matter hereof. Changes. We reserve the right to change or discontinue the site and our services or any of them at any time without notice and to make changes to these terms as notified by us from time to time. Use of our site and services after notice has been provided will be deemed as your acceptance of such changes. No Waiver. No delay or omission to exercise any right, power, or remedy accruing to any party upon any breach or default under these Terms, shall be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any party of any breach or default under these Terms, or any waiver on the part of any party of any provisions or conditions of these Terms, must be in writing and shall be effective only to the extent specifically set forth in such writing. Severability. If any term, provision, covenant or restriction of these Terms is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory or public policy the remainder of the terms, provisions covenants and restrictions of these Terms shall remain in full force and effect and shall in no way be affected, impaired or invalidated, it is hereby stipulated and declared to be the intention of the parties hereto that they would have executed the remaining terms provisions covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. Governing Law. These Terms shall be exclusively governed by and interpreted in accordance with the laws of the State of Israel, without giving effect to the rules regarding conflict of law. The competent courts in the district of Tel Aviv Jaffa shall have sole and exclusive jurisdiction

over any dispute between the parties hereunder. The foregoing shall not limit the ability of a party hereto to petition for injunctive relief in any relevant jurisdiction. No assignment. You may not assign, transfer, mortgage or otherwise dispose of any of its rights and/or obligations hereunder, in whole or in part, except with our prior written consent. Any assignment without our prior written consent shall be void. We may assign our obligations and rights under these Terms, in whole or in part, to any affiliate or as a result of any merger, sale or other reorganization. No Agency. The parties hereto are independent contractors and neither is the principal or agent of the other. Neither party shall make any promises, representations or warranties on behalf of the other party except as expressly provided for in these Terms or otherwise authorized in writing. Survival. Any provision of these Terms designed or intended to survive the expiration or termination of these Terms, shall so survive. Force Majeure. We will not be responsible for any failure to perform due to causes beyond our reasonable control, including, but not limited to, acts of God, war, acts of terrorism, riot, failure of electrical, Internet, co-location or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises. Publicity. You hereby agree that we may use your company's / organization's name and logo on our client lists both on our site and on marketing presentations. Notices. By registering to our site you understand that we may send you communications or data regarding the site and our services, including, but not limited to, notices about your use of the site or services, updates and promotional information and materials regarding our products and services. We may provide you with such information and notices by email at the address you specified when you registered. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using our site and services.