

Tabatoo License Agreement

1. Acceptance of Tabatoo bar terms and conditions

These terms and conditions (the "Terms") govern your use of the Tabatoo (Tabatoo is Tabatoo LTD) Bar (the "Service") and the API that enables you to implement the Service (the "API") on one or more app(s) owned and controlled by you and identified in your Tabatoo account ("Your App(s)").

In order to use the Service and the API, you are required to accept and to agree to be bound by these Terms.

We reserve the right to limit or terminate your access to the Service or the API at any time.

We reserve the right to change, modify, update or terminate the Service at any time, to impose additional restrictions or limitations on the Service or to impose a fee for all or a portion of the Service. Tabatoo may decide what features to include in the Service and whether to make them optional or mandatory.

We also reserve the right to change, modify or update the Terms at any time. If we revise the Terms, we will post the revised Terms on our website at the same URL as the Terms that are being modified, and you consent to receiving notice of any changes through such posting. If required by law, will also provide you notice of changes. If you do not agree to the revisions, you must cease to use the API and remove the Service from Your App. Your continued use of the API or display of the Service on Your App more than fifteen days after the posting of the revised Terms means that you have accepted the new Terms.

2. YOUR PRIVACY

Your account is password protected. You are responsible for maintaining the confidentiality of your password and may not share it with any third party. If you share your password with any person, we are not responsible for any actions that person may take. If you believe that someone has accessed your account without your permission, contact us at support@tabatoo.com

You consent to the collection and processing of your personal information in the United States. You acknowledge that using the API and the Service may result in interstate and international transmission of your data.

3. ELIGIBILITY AND AUTHORITY

If you are signing up for the API and the Service on behalf of a company, you represent that you are duly authorized to represent the company and accept the Terms on behalf of

the company. You personally agree not to commit or encourage any violation of the Terms by the company.

If you are entering into these Terms on behalf of your company, the terms "you" and "your" in these Terms mean your company and all of its employees.

If you are entering into these Terms on your own behalf, you agree that you are personally bound by these Terms. In such cases, the terms "you" and "your" mean you.

4. LICENSE

a) Tabatoo grants you a worldwide (except as limited below), non-exclusive, non-sublicenseable, revocable license to use the API in order to display the Service on Your App, subject to your compliance with the terms and conditions of the Terms.

b) You acknowledge that the API and the Service may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries and that all ownership and intellectual property rights in the API and the Service shall, as between you and Tabatoo, belong exclusively to Tabatoo. Tabatoo's rights apply to all output, enhancements, recommendations and modifications that you may make to the API or the Service. These Terms grant you no right, title, or interest in any intellectual property owned or licensed by Tabatoo, including (but not limited to) the API, the Service or the Tabatoo trademarks.

c) You will not sell, transfer, or sublicense Tabatoo's binaries and code, the APIs, or the Service to anyone.

d) Some of the features available through the Service are provided by other third parties (e.g., Facebook, Twitter etc). You may be required to agree to the terms of use of these third party services, and all such services are provided subject to those terms of use.

5. INTEGRATION OF THE SERVICE ON YOUR APP

a) The Service includes branding for Tabatoo and its third-party partners. You agree not to remove, alter or change any branding contained in the Service. Presenting Tabatoo on your App or Website or any electronic or printed materials should comply with Tabatoo's trademark guidelines.

b) Other than through the API configuration options provided by Tabatoo, you will not alter, change or modify any user interface, feature or functionality of the Service without the express written consent of Tabatoo.

c) You agree to update code provided by Tabatoo in connection with modifications to the Service in a reasonable and timely fashion after Tabatoo makes them available.

d) You agree not to reverse engineer, decompile or disassemble Tabatoo's code or build alternative methods to access Tabatoo's servers other than as provided through the API, except as required by applicable law.

e) You will not obscure or cover any graphical element of the Service or otherwise interfere with the operation of the Service. Tabatoo retains the right to display promotional messages through the Service to users of your App

f) Tabatoo reserves the right to place volume limitations on access to the Service.

g) Tabatoo may update files on our servers that will automatically change the functionality of the Service, and you consent to those updates. You agree to promptly install any additional updates provided to you by Tabatoo.

6. ADVERTISING, PROMOTIONS AND PAYMENTS

a) Tabatoo retains the exclusive right to include and to sell advertising, promotions and sponsorships in the Service that is displayed on Your App (the "Advertising"). You will not obscure, alter or interfere with the display of the Advertising and will respect all Tabatoo policies and procedures regarding the display of Advertising. If you are interested in an Advertising-free version of the Service, please contact us at info@tabatoo.com

b) Tabatoo does not control, endorse or adopt any Advertisements and makes no representation or warranties of any kind regarding the content of the Advertisements, including, without limitation, regarding the accuracy, completeness or decency of any Advertisement. Tabatoo is not responsible or liable in any manner for any Advertisements and undertakes no responsibility to update or review any Advertisements.

c) Compensation. Advertisers pay Tabatoo based on certain events, including the display of an Advertisement, a user clicking on an Advertisement, or a user completing some action after viewing or clicking on an Advertisement ("**Events**"). Tabatoo pays developers a percentage of the revenue it receives from Advertisers based upon the Events that are attributable to your Application. Tabatoo will compile and calculate the data necessary to determine your compensation. Tabatoo's figures and calculations regarding your compensation will be final and binding. Unless otherwise posted on the Site or otherwise agreed to in writing between Tabatoo and you, your compensation will only include revenue actually received by Tabatoo from the Advertisers less: (i) any returns, credits or other similar allowances made by Tabatoo to a particular Advertiser; and (ii) any applicable taxes, commissions, carrier fees and other similar taxes, fees and expenses. Tabatoo will be entitled to withhold, deduct and set off from any payments to be made to you hereunder any sums owed by you to Tabatoo, whether in connection with this Agreement (including any breach hereof by you) or otherwise. Tabatoo may deduct from any present or future compensation due the amount of previously paid compensation for any returns, credits or other similar allowances made by Tabatoo to a

particular Advertiser. Further, Tabatoo will have no liability whatsoever to provide you with compensation unless Tabatoo receives full payment by the Advertiser. Tabatoo will have no duty to compensate you for any revenue received by Tabatoo for any services provided by Tabatoo to Advertisers, including consulting, ad lay-out, copy writing or any other similar services. In addition, Tabatoo may withhold compensation in the event that you are in breach of any term of this Agreement.

(d) Uncollectible Accounts. In the event an Advertiser does not pay Tabatoo within one hundred twenty (120) days of when the amount is due, then the account will be declared an uncollectible account and no compensation will be due or payable to you in connection therewith.

(e) Fraud. Tabatoo shall not be liable for any payment based on (i) any fraudulent impressions generated by any person, robot, automated program or similar device or for fraudulent impressions similarly generated on any advertisements, as reasonably determined by Tabatoo; (ii) impressions commingled with a significant number of fraudulent impressions or fraudulent clicks described in (i) above; or (iii) any breach of this Agreement by you. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your account.

(f) Disputes. Tabatoo will pay you the amounts properly due and payable within thirty (30) days following the end of the applicable month in which it is earned; provided that, such amounts exceed hundred dollars (USD) (\$100). If the amounts properly due and payable is less than one hundred dollars (USD) (\$100), then Tabatoo will pay you the following month; provided that, such amounts exceed hundred dollars (USD) (\$100). Any disputes over amounts due and payable by Tabatoo to you must be made in writing within thirty (30) days after Tabatoo makes the applicable payment to you. Tabatoo will consider such disputes in its discretion, but unless Tabatoo expressly determines otherwise in writing, the amounts due and payable by Tabatoo to you will be deemed accurate and accepted as such by you.

7. PROHIBITED APP AND CONTENT

You are solely responsible for all content, services and advertising available through your App or, to the extent permitted by these Terms, that you incorporate into or promote through the Service. You may not display the Service on Your App if Your App or any of the content, services or advertising available on your App meets any description below:

a) Contains adult entertainment, including pornography, erotic content, sexually explicit content, or any other content not appropriate for general audiences;

b) Offers or promotes gambling, games of chance involving the payment of any consideration or illegal sweepstakes or contests;

c) Promotes, encourages or facilitates any illegal activity, violates the law or violates the rights of any third party;

In addition, Tabatoo reserves the right to terminate the Service for any App or remove any content, services or advertising from the Service for any reason, including if Tabatoo determines that the App or content is harmful to or inconsistent with Tabatoo's reputation and goodwill.

8. PROHIBITED USAGE

The following usages of the Tabatoo Service are prohibited:

a) usage that violates any law or regulation or any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or that is in any manner inconsistent with the Terms;

b) usage that abuses, misleads, harasses or harms any person or entity;

c) to operate nuclear facilities, life support, emergency response or other mission critical applications where life or property may be at stake. You understand that the Service is not designed for such purposes and that their failure in such cases could lead to death, personal injury, or severe property or environmental damage, for which Tabatoo is not responsible.

9. YOUR COMPLIANCE OBLIGATIONS

a) Privacy. If Your App collects, displays or transmits any personal information about your users, you will prominently display a privacy policy that complies with all applicable laws and that makes it clear to users what data you collect and how you will use, display or share that data. You will ensure that each user of Your App using the Service has provided express consent to any display of any identifying information that you have collected about them, such as their user name or demographic information, and you will respect the privacy settings of such user. You will collect and use user data on Your App only in accordance with your privacy policy. Tabatoo will have the sole right to store and maintain any conversation history for communications through the Service and shall have no obligation to you to maintain or disclose to you such conversation history.

b) Children's Safety. You will ensure that Your App and the operation of the Service on your App comply with all applicable legal requirements regarding the protection of children, including the Children's Online Privacy and Protection Act ("COPPA"), which restrict the collection of information from users under 13, and all rules thereunder. If you become aware that a user under the age of 13 has submitted personal information through the Service other than following valid parental consent provided in accordance with

COPPA, you will immediately delete such information and will notify Tabatoo so that it may delete the information as well.

c) Data Disclosure. Without limiting your obligations under these Terms, you will not disclose any user data that you derive from any user's usage of the Service (including without limitation chat logs, registration information, contact information or IP addresses) other than in compliance with your privacy policy and all applicable legal requirements (including Title 18, Part I, Chapter 121 – Stored Wire and Electronic Communications and Transactional Records Access).

d) Monitoring and Abuse. Tabatoo does not monitor the Service and will not be responsible for any claim based on any commentary or content posted in the Service by any user or any actions taken by any user of the Service, including any claim that the user content violates any person's rights or is defamatory, libelous or otherwise illegal. You acknowledge that you are solely responsible for monitoring and controlling abusive or inappropriate behavior in the Service on Your App. You will regularly monitor and respond to reports of abuse, including by terminating user accounts where appropriate. You will prominently post on every page of Your App on which the Service is available industry-standard terms and conditions that prohibit abusive or illegal conduct and that disclaim any liability by Tabatoo for the Service, including liability for any user actions or communications transmitted through the Service.

e) DMCA. You will maintain a policy for removing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.

10. SECURITY

a) Contact and Cooperation. You must be reachable at all times for security questions or concerns through the contact information that you provided upon registration.

b) Your Network. You will ensure that all networks, computer and operating systems, software and other systems used to operate Your App employ security measures to prevent unauthorized access to or use of any user data and the Service. You must promptly report any security deficiencies in or intrusions to your systems to Tabatoo at info@tabatoo.com

11. REPRESENTATIONS AND WARRANTIES

You represent and warrant that: (a) you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute any content or data on Your Apps or that is made available through the Service in the manner contemplated under these Terms, and that neither Your App nor the content available through it violate the rights of any third party (e.g. copyright, patent, trademark, or other proprietary right of any person or entity), or any applicable regulation or law, including but not limited to any export, re-export, or import laws and the laws of any country in which your content or service is

made available; (b) you have all necessary rights and authorizations to agree to these Terms and to use the API and the Service as contemplated by these Terms and the Documentation; and (c) your use of the API and the Service will not violate any law, regulation or contractual obligation.

12. TERM

a) Tabatoo may terminate your access to the Service at any time, with or without notice. You may remove the Service from your App at any time.

b) Upon any termination of the availability of the Service on your App, (a) all rights and licenses granted by either party to the other party herein shall terminate and (b) you shall immediately remove the Service from Your Apps. Notwithstanding anything to the contrary in these Terms, the following provisions shall survive and remain in full force and effect following any termination of the parties' obligations under these Terms: Sections 11, 13, 15, 16, 17 and 18, along with any terms that by their nature or terms should reasonably survive.

13. NO TABATOO WARRANTIES; LIMITATION OF LIABILITY

a) No Tabatoo Warranties.

TABATOO DOES NOT REPRESENT OR WARRANT THAT THE API OR THE SERVICE COMPLIES WITH ANY LEGAL REQUIREMENTS, IS FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR IS RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID.

THE API AND THE SERVICE ARE PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND TABATOO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGALITY, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. YOUR USE OF THE API AND THE SERVICE ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THEIR USE, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

b) Limitation of Liability.

TABATOO SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE API OR THE SERVICE, WHETHER BASED ON BREACH OF CONTRACT,

BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT TABATOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL TABATOO BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF \$100.

c) Exclusions and Limitations.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 (a) AND (b) MAY NOT APPLY TO YOU.

d) Release and Waiver.

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Tabatoo, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Service or the Service. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law. You expressly waive and release any and all rights and benefits under Section 1542 of the Civil Code of the State of California (or any analogous law of any other state), which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

14. PUBLICITY

Both you and Tabatoo may publicize the availability of the Service on Your App or website. You will not claim, directly or indirectly, any endorsement or relationship with Tabatoo other than the availability of the Service on your app through the API.

15. INDEMNITY AND WAIVER

You agree to indemnify, defend, and hold Tabatoo and its affiliates, officers, directors, agents, service providers, partners, and employees harmless from any claim, demand or allegation made by any third party that it is any way related to:

- your use of the API or the Service;

- use of the Service by the users of your Apps;
- Your Apps, including any content, services or advertisements on Your Apps or that you make available through the Service; and
- your breach of any representation, warranty or covenant included in these Terms.

Indemnification shall cover claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees of every kind and nature.

16. DISPUTES

You agree that the statutes and laws of the country of Israel, without regard to any principles of conflicts of law, will apply to all matters relating to the your use of the API or the Service, including any disputes under the Terms, and you further agree that any litigation shall be subject to the exclusive jurisdiction of the state courts located in Tel-Aviv, Israel. Both you and Tabatoo consent to personal jurisdiction in such courts and agree to appear in such courts in connection with any claim against you.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the API and the Service must be filed within one (1) year after the event giving rise to such claim or cause of action or be forever barred.

17. GENERAL INFORMATION

These Terms, the Privacy Policy and the Documentation govern your use of the API and the Service and constitute the entire agreement between you and Tabatoo regarding their use. These Terms supersede any prior agreements between you and Tabatoo relating to your use of the API and the Service (including, but not limited to, any prior versions of these Terms or the Privacy Policy). The failure of Tabatoo to exercise or enforce any right or provision of these Terms does not constitute a waiver of that right or provision, and a waiver of any default is not a waiver of any other default. If a court of competent jurisdiction finds any provision of these Terms to be invalid, the provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the parties' original intentions as reflected in the provision, and so that the other provisions of the Terms remain in full force and effect. All headings in the Terms are for convenience only and have no legal or contractual effect.

18. NOTICES

We may send you any notices, including those regarding changes to these Terms, the Documentation or the Privacy Policy or any breach of security involving your personally identifiable information, to the email address you provided when you registered for an account or the updated email address in your profile, to any mailing address that you provide us, or through any other reasonable means. Any notices to Tabatoo must be sent to Tabatoo LTD, Alterman 19 Tel-Aviv 69415, Israel by mail and are deemed given upon receipt.

19. NEWSLETTERS

When you visit the Tabatoo website or when you create an account with Tabatoo, you accept to receive one or more of our newsletters and/or promotional emails. At any time, you may opt-out of receiving these emails by selecting the “unsubscribe” link at the bottom of any newsletter, or by contacting Tabatoo at unsubscribe@tabatoo.com.