



Terms

You are now reading our Terms of Use and End User License Agreement. These terms (the “Terms”) apply to Picky, our iOS and Android mobile application (our “App”) and constitute a legal agreement between you and us.

1. ABOUT US

- 1.1. We are Picky, Noam Cohen (“Picky”, “we”, “us”, or “our”).
- 1.2. We operate Picky, our iOS and Android mobile application (our “App”).
- 1.3. To contact us, please use contact@pickyil.online.
- 1.4. These Terms were last updated on Thursday, 22nd of August, 2024, and are the current and valid version.
- 1.5. The following additional terms apply to your use of our Services and form part of these Terms:
 - 1.5.1. Our Privacy Policy;
 - 1.5.2. Our Reward Program Policy;
- 1.6. The name Picky as well as related names, marks, emblems and images are the copyright of Noam Cohen.

2. TERMS OF USE

- 2.1. The provisions set out in these Terms govern your access to and your use of our App and shall constitute a legally binding agreement between you and us.
- 2.2. We may change such terms from time to time and shall notify you accordingly if we do. If you do not agree to such terms, you must not use our App.
- 2.3. Subject to you agreeing to abide by these Terms, we hereby grant to you a revocable, non-exclusive and non-transferable license to use our App on these Terms.
- 2.4. We reserve the right to change, modify, suspend, or discontinue any portion of our App and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of our App may from time to time be interrupted or encounter technical difficulties.

3. YOUR ACCOUNT

- 3.1. By registering for an Account, which involves providing us with certain mandatory and voluntary information as required for a successful registration and using our website, you agree and acknowledge that:
 - 3.1.1. you are at least 18 years of age and not a minor in your country of residence; and
 - 3.1.2. you have read the terms set out in these Terms and agree to be bound by and comply with them;
 - 3.1.3. you have read our Privacy Policy.
- 3.2. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account. You agree that all actions carried out through your Account shall be deemed to be an act carried out by you. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.
- 3.3. Please note that if you are using our Share the Parking feature, your name and phone number will be shared with other users. To that extent please refer to our Privacy Policy for further details.

4. LICENSE GRANT

- 4.1. Our App is only available through accessing (or downloading from) a third-party platform or store, including but not limited to, the Google Play Store and Apple App Store (each, an “App Store”).
- 4.2. Your use of our App is also governed by any applicable agreements you have with any App Store (the “App Store Agreement(s)”). In the event of a conflict between any other App Store Agreement(s) from which you acquire our App and these Terms with respect to your use of our App, these Terms will take priority.



Terms

- 4.3. So long as you comply with these Terms and, as applicable, the App Store Agreement(s), we grant you the following license: a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to (i) download and install our App on the device permitted by the App Store Agreement(s) (if applicable), and (ii) access and use our App, including any Content, for your personal entertainment purposes leveraging only the functionality of our App. We and our licensors reserve all rights not granted to you in these Terms.
- 4.4. "Content" means all artwork, titles, themes, objects, characters, names, dialogue, catch phrases, stories, animation, concepts, sounds, audio-visual effects, methods of operation, musical compositions, and any other content within our App. Content also includes anything generated, created, or that is otherwise developed within our App by any user (including you) as a result of interaction with the functionality of our App. We may, in our sole discretion, remove, edit, or disable any content for any reason.

5. APPLE AND GOOGLE DEVICES LICENSE AGREEMENT

- 5.1. The following terms apply when you use our App obtained from either the Apple's, or Google's store (each an "App Distributor") to access our App:
 - 5.1.1. the License granted to you for our App is limited to a non-transferable License to use our App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;
 - 5.1.2. we are responsible for providing any maintenance and support services with respect to our App as specified in the terms and conditions of this License or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to our App.
 - 5.1.3. you must comply with applicable third-party terms of agreement when using our App,
 - 5.1.4. you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this License, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this License against you as a third-party beneficiary thereof.

6. PAYMENT OF FEES

- 6.1. Some Services may require payment of fees before you can access or use them ("Fees"). These Fees will be notified to you through our App.
- 6.2. Any Fees due in relation to your Account must be paid by their due date for payment, as notified to you through our App or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your Account and/or our App or any of the Paid Services.
- 6.3. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advance written notice of any amendment of recurring Fees. Your continued use of a recurring subscription will constitute acceptance of the amended Fees.
- 6.4. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 6.5. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 6.6. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off or counterclaim whatsoever.



Terms

7. CHARGEBACKS

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer in relation to any payment. If you make a payment through and later dispute a legitimate charge by raising a chargeback without merit or legitimate reason (as determined in our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback request and or pursue legal action as the case may be.

8. RESTRICTIONS

8.1. Except as expressly set out in this Agreement or as permitted by any applicable law, you undertake:

- 8.1.1. not to reproduce, copy, modify, adapt, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of our App or any of the contents therein for any commercial or other purposes;
- 8.1.2. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the source code of our App nor attempt to do any such thing, or to reproduce, display or otherwise provide access to our App or any of the contents therein, including but not limited to framing, mirroring, linking, spidering, scraping or any other technological means;
- 8.1.3. not to provide or otherwise make available our App in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us;
- 8.1.4. to include our copyright notice on all entire and partial copies you make of our App on any medium;
- 8.1.5. to comply with all applicable technology control or export laws and regulations; and
- 8.1.6. not to disrupt, disable, or otherwise impair the proper working of our App, such as through hacking, cyber-attacks (including but not limited to denial-of-service attacks), tampering or reprogramming.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. You acknowledge that all intellectual property rights in our App anywhere in the world belong to us, that rights in our App are licensed (not sold) to you, and that you have no rights in, or to, our App other than the right to use them in accordance with these Terms.
- 9.2. Any intellectual property rights in content uploaded by you to our App shall continue to belong to you or their respective owners. You agree that you grant us a royalty-free and non-exclusive license to use, reproduce, publish, and display such intellectual property rights for the purposes of performing the Services, promotional purposes, internal administrative purposes, and any other purposes set out in these Terms, including for the purpose of improving the Services and our responses to users of our App.
- 9.3. If you download any content on our App in breach of this Agreement, your right to use our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. WARRANTIES

- 10.1. While we make all efforts to maintain the accuracy of the information on our App, we provide our App on an “as is” and “as available” basis, unless otherwise specified in writing.
- 10.2. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing.
- 10.3. To the full extent permissible by law, we disclaim all warranties, express or implied, relating to our App, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

11. DATA CHARGES AND MOBILE DEVICES



Terms

You are responsible for all data-related charges that you may incur for using our App, including, without limitation, mobile, text-messaging, and data charges. You should understand or ask your service provider what charges you may incur before using our App.

12. TECHNICAL REQUIREMENTS

- 12.1. You acknowledge that it is your responsibility to confirm and determine that the end-user device on which you intend to use our App satisfies the technical specifications required.
- 12.2. We reserve the right to modify the technical specifications as it sees appropriate at any time.

13. END OF LIFE

We reserve the right to End-Of-Life (EOL) our App at our sole discretion and shall provide 3 months notification of such EOL event. If you prepaid Fees for a service which is subject to EOL, we will use commercially reasonable efforts to a) transition you to a substantially similar service or b) upon our express written agreement, ensure our App availability, without uptime guarantee or test bug fixes, patches, or enhancements to our App.

14. SERVICE LEVELS AND SUPPORT

- 14.1. We agree to render all commercially reasonable efforts to provide technical support to assist you in using our App. The total amount of technical support provided by us shall be governed under the fair use principle.
- 14.2. We have no obligation to provide any support:
 - 14.2.1. for anything other than our App;
 - 14.2.2. if you or a third party has altered or modified any portion of our App;
 - 14.2.3. if you have not used our App in accordance with the documentation or instructions provided by us;
 - 14.2.4. to anyone other than you.
- 14.3. The response time for contacts concerning technical support made by you will not exceed 72 hours. If the response time exceeds 72 hours, we will present you with a technical justification and define a new deadline for carrying out and completing the support service.

15. PICKYCOINS REWARD PROGRAM

- 15.1. We may, at our discretion, award you reward points for the reasons and in the amounts set out by us and in our Reward Program Policy.
- 15.2. Please note that the benefits of our Reward Program are intended for the use of the individual listed on the account and in order for reward points to be applied to your account, you must participate in our Reward Program through our Social Media Profiles as set out in our Reward Program Policy.
- 15.3. The reward points you accumulate may be redeemed for rewards specified by us and the rewards available are subject to change, and we cannot guarantee that a reward available one day will still be available on the following day.
- 15.4. Redeemed PickyCoins cannot be used again and will be deducted from your PickyCoins total.
- 15.5. You can check your PickyCoins total in your Account section in our App.
- 15.6. If at any time, in our reasonable opinion, you are deemed to be abusing our Reward Program we reserve the right to withdraw you from the Reward Program and cancel any accumulated PickyCoins on your account.
- 15.7. We may make changes to our Reward Program, our Reward Program Policy and these Terms and we will give you as much notice as possible of those changes.
- 15.8. We may suspend or terminate our Reward Program Policy at any time, but we will give you as much notice as possible before we do so. If this happens your PickyCoins total will be frozen or lost.
- 15.9. PickyCoins are non-transferable. PickyCoins have no cash value.



Terms

16. LIMITATION OF LIABILITY

- 16.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our App. You expressly agree that your use of our App is at your sole risk.
- 16.2. You agree not to use our App for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the PickyCoins Reward Program, our App or any other website or software) for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; or any other indirect or consequential loss or damage.
- 16.3. Nothing in these Terms shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud; and/or any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 16.4. These Terms set out the full extent of our obligations and liabilities in respect of the supply of the PickyCoins Reward Program and our App. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of our App which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 16.5. We will not be held responsible for any delay or failure to perform or comply with our obligations under these terms and conditions when the delay or failure arises from any cause which is beyond our reasonable control.

17. INDEMNITY

You agree to indemnify and hold us, our related corporations, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of our App, in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

18. TERMINATION

- 18.1. To the fullest extent consistent with applicable law, we may suspend, modify or terminate your access to and use of our App, with no liability or notice to you, in the event that (a) we cease providing our App to users generally; (b) you breach any terms of these Terms (including the App Store Agreement(s) and our other policies specified in these Terms); (c) the owner of the applicable App Store terminates your App Store Account; or (d) we otherwise deem it necessary to suspend or modify your access to and use of our App or terminate these Terms in our sole discretion.
- 18.2. You may also terminate these Terms by deleting and uninstalling the App on all of your devices or by deleting your App Store Account. A suspension or modification of your access to and use of our App will result in your inability to access and use some or all features of our App, as determined by us in our sole discretion.
- 18.3. Upon any termination of these Terms, the rights granted to you will automatically terminate, you may no longer exercise any of those rights or these Terms. Subject to applicable law, we may, in our sole discretion, provide continued access to and use of our App after such termination.
- 18.4. Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not these Terms have been terminated.



Terms

19. OTHER IMPORTANT TERMS

- 19.1. We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms.
- 19.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 19.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these Terms.
- 19.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to that subject matter.
- 19.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 19.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 19.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of Israel. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the jurisdiction of the courts of Israel.