

Vitalitix Social - Terms of Use & Privacy Policy

Last Revised: [29-May-2016]

1. Introduction

This Terms of Use ("Terms") is a legal agreement between You, either an individual or a single entity and Vitalitix Social Ltd. (hereinafter, the "Company", "We") governing Your use of the Company's application, and any associated documentation ("Application"), and Your use of any of the Company's services which are rendered through the Application ("Services"). Vitalitix is a platform which uses a smart and unique search algorithm (the "Algorithm") to match and connect users connected to Vitalitix platform, who seek for assistance of others ("Assistance Seeker"), family members ("Caregivers") and Social Angels (as such term is defined below) who are willing to provide the sought after help and/or assistance.

An Assistance Seeker, Caregiver, Potential Social Angel and Social Angel (as such Social Angel defined below) shall be referred hereinafter severally as "You" or a "User".

2. Using the Application

2.1. Use of the Application by Assistance Seeker and Caregivers

2.1.1. Once an Assistance Seeker clicks on the "Lend a Hand" button, the application will generate a voice conference call to pre-defined caregivers. The caregiver is then can seek for assistance around the geographic location of such assistance Seeker by sending notification to Social Angels who are using Vitalitix Social angel mobile application and asking them if they are available to assist Assistance Seeker.,

2.1.2. Once a certain Social Angel accept the assistance Request and confirm he is available for assistance the caregiver can open a voice call to the Social Angel, discuss with the social angel what is the required assistance and confirm and approve the Social Angel to assist the Assistance Seeker and to discuss and coordinate the arrangements necessary for the Social angel to render assistance to the Assistance Seeker.

2.1.3. You hereby acknowledge and agree that all Assistance Requests sent by us to Potential

Social Angels are being sent pursuant to your explicit instructions. In no event shall we be considered liable or responsible for any claim or complaint that may arise by any of the Potential Social Angels or other third parties with respect to the Assistance Requests.

2.1.4. You hereby further acknowledge and agree that the Assistance Requests may contain certain information derived from Your account and profile information in Vitalitix platform such as Your name, location, profile picture, activities and the content of Your status updates and other notification.

2.1.5. You hereby acknowledge and agree that We do not perform any due diligence or independent verification of information provided to us by the Social Angels and do not warrant that their intention to provide the sought after assistance is genuine, authentic, and honest, nor that they have the necessary resources or ability to provide such assistance. All communications and transactions between You, the caregivers and any of the Social Angels are at Your own risk and We shall not be liable for any loss or damage incurred by You as a result of the engagement with any of the Social Angels or the outcome of such engagement.

2.1.6 You hereby acknowledge and agree that your use of the Vitalitix Social application ("**Application**") and the information provided thereunder is for informational purposes only, and should not be construed as any emergency or other professional advice and/or service. In any event, and in particular, in case of an emergency, you should only seek professional assistance and not rely on the Application and/or any services and/or information provided through it.

2.2. Use of the Application by Social Angels

2.2.1. In order to assist Assistance Seekers find Social Angels, the Application detects Social Angels who may be able to offer the assistance required by using certain parameters including, but not limited to, such users' geographic proximity to the Assistance Seekers, previous experience with such users, etc. ("Potential Social angel(s)"). When a Potential Social Angel is detected, an assistance Request will be sent on behalf of the applicable Assistance Seeker or the Caregiver to such Potential Social Angel asking for such Social

Angel's assistance.

2.2.2. You hereby acknowledge and agree that We do not perform any due diligence or independent verification of information provided to us by the Assistance Seekers or the Caregiver, and do not warrant that their request for assistance is genuine, authentic, and honest, nor that their request is lawful, legitimate, and/or appropriate. All communication and transaction between You and any of the Assistance Seekers or the Caregivers is at Your own risk and We shall not be liable to any loss or damage incurred by You as a result of the engagement with any of the Assistance Seekers or the outcome of such engagement.

3. Acceptance of the Terms

3.1. By using the Application and/or any of the Services, You hereby acknowledge and agree that You have fully read and understood these Terms, and that You agree to be bound by them and to comply with all applicable laws and regulations regarding the use of the Application and/or Services.

3.2. If You do not agree to the Terms, do not use the Application and/or any of the Services. The Terms may be revised and updated from time to time, with or without notice. We shall make reasonable efforts to post a prominent notice in case the Terms shall change substantially. We urge You to check the Last Revised date which appears at the top of the Terms.

By using the Application and/or any of the Services You hereby acknowledge and agree that these Terms constitute a binding and enforceable legal contract with us.

3.3. We may suspend and/or discontinue Your use of the Application and/or Services, or block Your access to the Application and/or Service in Our sole discretion with or without any reason;

3.4. If You request not to receive any further notifications from the Application, whether as a Assistance Seeker and/or as a Caregiver and/or as a Social Angel, please notify Us at the following address: contact@vitalitix.com

4. Use Restrictions

4.1. While using Vitalitix application and/or Services, there are certain types of behaviors which are strictly prohibited, as appears in the list below. Please read this list carefully. Your failure to comply with the provisions set forth herein may result in the suspension or blocking of Your use of the Application and/or Service and may expose You to civil and/or criminal liability.

4.2. You may not, whether by Yourself or anyone on Your behalf:

4.2.1. Copy, modify, alter, adapt, make available, translate, reverse engineer, decompile, or disassemble any portion of the Application and/or any of the Services;

4.2.2. Create a browser, frame, border environment or GUI around the Application and/or any of the Services;

4.2.3. Interfere with or disrupt the operation of the Application and/or any of the Services, or the servers or networks that host the Application and/or the Services or make the Services available, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;

4.2.4. Interfere with or violate the rights to privacy and other rights of any of the other users of the Application and/or any of the Services, or harvest or collect data and information about such users without their express consent, whether manually or with the use of any robot, spider, crawler, application search or retrieval application, or other automatic device or process to access the Application and/or Service and/or retrieve index and/or data-mine information;

4.2.5. Impersonate any person or entity or provide false or misleading personal information to Us or other User;

4.2.6. Transmit or otherwise make available through or in connection with the Application and/or any of the Services any virus, "worm", "Trojan Horse", "time bomb", "web bug", spyware, or any other computer code, file, application or program that is malicious by nature or defective, and may, or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other actually or potentially

harmful, disruptive, or invasive code or component;

4.2.7. use the Application and/or any of the Services, for any illegal, unlawful, illegitimate, inappropriate and/or unauthorized purposes;

4.2.8. Use the Application and/or any of the Services for any commercial or other non-personal purposes, nor use the Application in order to generate revenues of any kind, without Our prior written consent.

4.2.9. use the Application and/or Services, for purposes of harassment, stalking, scolding, provocation, violence or any other purpose which may endanger other Users.

5. Representations and Warranties by the User

5.1. As a condition to Your use of this Application and/or Services, You hereby represent and warrant that:

5.1.1. You are at least 13 years of age and possess the legal authority to enter into these Terms, to use the Application and/or Services in accordance with all terms and conditions herein, and to fully perform Your obligations hereunder. If You are 13 or older but under the age of 18, You should review these Terms with Your parent or guardian to make sure that You and Your parent or guardian understand it;

5.1.2. The execution of these Terms does not and will not violate any other agreement to which You are bound, including, without limitation, any terms of use, or any law, rule, regulation, order or judgment to which You are subject;

5.1.3. You are using the Application and/or any of the Services solely for Your own use; You genuinely intend to seek the assistance of Potential Social Angels and or to offer Your assistance to Assistance Seekers. You shall not intentionally mislead Us or other Users regarding the purposes of Your use of the Application and/or any of the Services; and

5.1.4. Your use of the Application and/or any of the Service has not been previously suspended, nor Your access to the Application and/or any of the Services has been previously blocked by Us.

6. Privacy Policy

6.1. We respect Your privacy and are committed to protect the information You share with Us. We believe that You have a right to know the Company's practices regarding the information the Company collects when You use the Application and/or any of the Services. Below You will find a detailed list of the information the Company collects, how the Company intend to use it and for which purposes:

What information does the Company collect? Two types:

- Non identifiable and anonymous information which consists of technical information and behavioral information, including but not limited to:
- All actions, navigation, selections and clicks done on the Application and/or Service;
- Clicks on links generated by Us;
- Frequency and length of usage of the Application and/or Services;
- Frequency and patterns of usage of different features of the Application and/or Services.

("Non Personal Information")

- Individually identifiable information which consists of any personal details provided voluntarily by You to Company, either directly or through the Application and/or Services, such as:
- Public Profile Information from various Social Networks;
- Your mobile phone number, upon Your prior consent;
- Information about You publicly available on the web, such as blogs.
- Your Application usage history and/or the history of using any of the Services (including, among others: the kind of assistance You offered as a Social Angel and kind of assistance sought by You as a Assistance Seeker and/or Caregiver) (**"Personal Information"**).

For the sake of clarity, any Non-personal Information combined with Personal Information shall be regarded as Personal information.

For which purposes do the Company collects Non-Personal information?

- To learn about general trends of usage of the Application and/or any of the Services, and

enhance Your experience on the Application; and

- Statistical purposes.

Personal Information is collected in order to:

- Improve Our ability to connect You to Potential Social angels.
- Improve Our ability to route as relevant as possible Assistance Requests to You.

Sharing the information with third parties: WE WILL NOT SHARE YOUR PERSONAL INFORMATION WITH ANY THIRD PARTY, EXCEPT FOR THE FOLLOWING CASES (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce these Terms, including investigation of potential violations of such the terms of these Terms; (c) to detect, prevent, or otherwise address fraud, security or technical issues; (d) to respond to User's support requests; (e) to respond to claims regarding violation of the rights of third-parties; (f) to respond to claims that contact information (e.g. name, email address, etc.) of a third-party has been posted or transmitted without their consent or as a form of harassment; (g) to protect the rights, property, or personal safety of Company, its Users, or the general public; (h) when Company is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of the assets of Company; and (i) pursuant to Your explicit approval, in order to supply certain Services You have requested from Company. You hereby acknowledge and agree that the Application and Services may collect and process Personal Information and Non-Personal Information in accordance with this Section 6. If You have any questions or concerns with regard to privacy issues, please contact Us through the following address:

contact@vitalitix.com For the avoidance of doubt, if You do not agree with this Privacy Policy You are not allowed to use the Application and/or any of the Services.

7. Intellectual Property Rights

7.1. The Application and any of the Services, including without limitation, the Algorithm, methods, inventions, patents and patent applications, copyrightable material, graphics, text, sounds, music, designs, specifications, data, technical data, videos, interactive features,

software (source and/or object code), files, interface, GUI and trade secrets pertaining thereto (collectively, "Intellectual Property"), are fully owned or licensed to Us and are subject to copyright and other applicable intellectual property rights under applicable laws, foreign laws and international conventions. Notwithstanding the above, certain content and features made available or displayed through the Application and/or Services, including without limitation, graphics, photos, sounds, music, videos, interactive features, software, scripts, interface, trademarks, service marks and logos may be owned by third parties.

7.2. Except as provided herein, You are not granted, expressly or by implication, estoppel or otherwise, any license or right to use any of the Intellectual Property.

8. Trademarks

"Vitalitix", "Crowd Caring" Our company logo and other commercial identifiers We use in connection with the Application and any of the Services are all trademarks and/or trade names of Ours or of Our third party licensors, whether registered or not. No right, license, or interest to such trademarks or trade names is granted hereunder, and You agree that no such right, license, or interest shall be asserted by You with respect to such trademarks and/or trade names.

9. Disclaimer and Warranties

9.1. THE APPLICATION AND/OR THE SERVICES ARE AT THEIR ALPHA STAGE AND PROVIDED HERE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.2. WE DO NOT WARRANT THAT THE USE OF THE APPLICATION AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WE MAY CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE APPLICATION AND THE SERVICES, AT ANY TIME.

9.3. WE MAKE NO REPRESENTATION REGARDING THE SUITABILITY OF THE SERVICES OR OTHER INFORMATION PROVIDED THROUGH IT, DISCLAIM ALL

WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SERVICES, AND WE ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE OF ANY AND ALL INFORMATION RECEIVED THROUGH THE APPLICATION AND SERVICES.

9.4. WE MAKE NO REPRESENTATION REGARDING OUR ABILITY TO SUCCESSFULLY FIND SOCIAL ANGELS OR REGARDING SUCH SOCIAL ANGELS ABILITY TO PROVIDE WITH THE SOUGHT AFTER ASSISTANCE IN A SATISFACTORY MANNER. WE DO NOT WARRANT THAT YOU WOULD EVENTUALLY FIND ANY SOCIAL ANGEL NOR THAT YOU WILL BE RECEIVING THE ASSISTANCE REQUESTED BY YOU AS A ASSISTANCE SEEKER.

9.5. WE ACT MERELY AS A VENUE BETWEEN THE ASSISTANCE SEEKERS AND THE SOCIAL ANGEL, AND ARE NOT, IN ANY CASE, DIRECTLY OR INDIRECTLY INVOLVED IN ANY TRANSACTION BETWEEN SOCIAL ANGELS AND THE ASSISTANCE SEEKERS OR BETWEEN ANY OTHER THIRD PARTY AND YOURSELF.

10. Limitation of Liability

THE USE OF THE APPLICATION AND/OR SERVICES IS SOLELY AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION RESULTING FROM OR ARISING OUT OF THE USE OF THE APPLICATION AND/OR THE SERVICES OR THE INABILITY TO USE THE APPLICATION AND/OR SERVICES, REGARDLESS OF WHETHER WE OR AN AUTHORIZED REPRESENTATIVE OF OURS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE LIABILITY IS MANDATORY IN WHICH EVENT LIABILITY FOR DAMAGES SHALL BE LIMITED TO TEN (10) US DOLLARS.

11. Indemnification

You agree to defend, indemnify and hold Us, Our officers, directors, employees and agents harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of the Application and/or any of the Services; (ii) Your violation of any term of these Terms; (iii)

Your violation of any third party rights, including without limitation any intellectual property rights or privacy right; and (iv) any damage of any sort, whether direct, indirect, special or consequential, You may cause to any third party with relation to the Application and/or any of the the Services. This defense and indemnification obligation will survive these Terms.

12. General

12.1. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto.

12.2. Any claim relating to the Application and any of the Services or its use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles.

12.3. Any dispute arising out of or related to Your use of the Application and/or Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv-Jaffa District, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule.

12.4. If any provision of this Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Terms and will not affect the validity and enforceability of any remaining provisions.

12.5. No waiver by either party of any breach or default hereunder will be deemed a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

12.6. These Terms constitutes the entire terms and conditions between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company.

13. Complaints

If You feel that any of Your personal rights has been compromised on the Services, or the Application please contact Us at: contact@vitalitix.com and We will exert Our best efforts to handle Your complaint.

For information or questions contact: Vitalitix Social Ltd.

mail: contact@vitalitix.com