



Terms of Service – Snip Systems LTD.

1. Acceptance of Terms

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SNIP ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The Terms of Service (“**Terms**”) you are reading are a legally binding agreement between Snip Systems Ltd. and including any subsidiary or affiliated company (“**Snip**” or “**We**” or “**Us**”) and our Users. By clicking “Next”, you agree to our Terms and that you have read, understood, accept and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services. If any future revision or amendment of the Terms, in our sole discretion, is material we will notify you via the e-mail associated with your account, push notification inside the Application, and/or notice on the Site. By continuing to access or use the Services, as described below, you agree to be bound by the revised Terms. If you do not agree to the Terms, your only remedy is to discontinue your use of the Services and to cancel any Account(s) (as defined below) you have created for the use of the Services.

If you violate the Terms, Snip reserves the right to issue you a warning regarding the violation or immediately terminate or suspend any or all Accounts you have created for using the Services. You agree that Snip needs not provide you notice before terminating or suspending your Account(s), but it may provide such notice in its sole discretion.

You agree that Snip may change any part of the Services, including its content, at any time or discontinue the service or any part thereof, for any reason, without notice to you and without liability.

2. Description of Platform.

Snip is an application and online service that enables people to browse, read, create and review personalized news stories using a unique algorithm-based content-creating technology (“**Platform**” or “**Application**”). You can find out more about us at: <https://www.Snip.today/> (“**Site**”) (the Platform, Site, and any other products or services we may offer from time to time, collectively, the “**Services**”).

In its function as such, the Platform and its administrators are not involved with the communication or any payments between the users or the content of such peer-to-peer communication or payments, including reviews posted on news stories by users, and you understand and agree that under no circumstances will we have any liability to you in connection with the foregoing. The Platform provides the technical resources and enables its users to contact and submit payments to each other via the Platform, while maintaining availability of the Platform and its operational services. In these circumstances, users understand and agree that any review, communication or other sort of messaging or payments delivered by one user to another, is on the sole discretion and responsibility of the user. All users acknowledge their personal responsibility for sending each review and/or message and/or all other sorts of communication and/or payments via the Platform and shall bear responsibility for all costs related to or arising out of any illegitimate or illegal delivered text message (including spam texts) or payments, which were conveyed via the Platform, without the consent of the other user (the Recipient).

3. **Audience and Accounts.**

You must be at least 13 years of age to use the Platform or submit any information to Snip. If you are between 13 and 18 years of age, you may only use the Platform under the supervision of a parent or legal guardian, who agrees to be bound by these Terms.

4. **Account Information**

During the process of creating an account in order to access the Platform (“**Account**”), you may be required to select a password or to allow us to access your Account information from a social network service (the “**Login Information**”). The following rules govern the security of your Account and Login Information. For the purposes of these Terms, references to Account and Login Information shall include any Account information, including user names, passwords or security questions, whether or not created for the purpose of using the Platform, that are used to access the Platform:

- 4.1 You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account. Snip will not ask you to reveal your password and will not initiate contact with you asking for answers to your password security questions;
- 4.2 In the event you become aware of or reasonably suspect any breach of security, including, without limitation any loss, theft, or unauthorized disclosure of your Login Information or unauthorized access to your Account, you must immediately notify Snip and modify your Login Information;
- 4.3 You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login Information;
- 4.4 You are responsible for anything that happens through your Account, whether or not such actions were taken by you. You therefore acknowledge that your Account may be terminated if someone else uses it to engage in any activity that violates these Terms or is otherwise improper or illegal;

- 4.5 You undertake to monitor your Account and restrict use by any individual barred from accepting these Terms, under the provisions listed herein or any applicable law. You shall accept full responsibility for any unauthorized use of the Platform by any of the above mentioned;
- 4.6 Snip reserves the right to remove or reclaim any usernames/nicknames at any time and for any reason, including but not limited to claims by a third party that a username/nickname violates such third party's rights.

5. Subscription Terms

The use of the Platform may be conditional on subscription or other payments. Snip may update any such fees, including the structure of such fees, from time to time at its sole discretion. Snip shall make reasonable efforts to notify the users of any increase in the amount of monthly or annual payments. Users will be entitled to terminate their access to the Services at the time of any such increase in monthly or annual payments, or to continue it at the new rate or structure.

Snip shall provide access to the Platform only after full payment for access to the Services has been received. Snip reserves the right to refuse to accept payment from any user, at its sole discretion.

If Snip does not receive confirmation of the correctness of the means of payment or receives notice that they are not valid or correct, then Snip may immediately terminate access to the Services and such user's data, at Snip's sole discretion. Snip reserves the right to contact the relevant payment entity of the law enforcement authorities in cases where a prohibited transaction is suspected in connection with a means of payment.

6. Collection and Use of Information.

By using our Services, you agree that Snip can use collected data in accordance with our [Privacy Policy](#). We encourage you to review our Privacy Policy for further information on how we collect and use your data.

7. Acceptable Use of the Platform.

You agree that your use of the Platform will not violate any law, contract, intellectual property or other third-party right or constitute a tort, and that you are solely responsible for your conduct while on the Platform and you use the Platform at your own risk. You further agree not to:

- 7.1 Use the Platform in any manner that could inhibit other users from fully enjoying the Platform or that could damage or impair the functioning of the Platform;
- 7.2 Engage in any discriminatory, bullying, defamatory, hateful, harassing, abusive, obscene, threatening, physically dangerous, or otherwise objectionable conduct;
- 7.3 Attempt to indicate that you have a relationship with Snip for any products or services provided by you;

- 7.4 Send any unsolicited advertising or promotional materials or collect the email addresses or other contact information of other users from the Platform for the purpose of sending commercial messages;
- 7.5 Attempt to modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any aspect of the Platform or do anything that might circumvent measures employed to prevent or limit access to any area, content or code of the Platform (except as otherwise expressly permitted by law);
- 7.6 Use or attempt to use another's account without authorization from such user and Snip;
- 7.7 Develop any third-party application that interacts with the Platform without Snip's prior written consent;
- 7.8 Use any automated means or interface not provided by Snip to access the Platform.
- 7.9 Breach any intellectual property rights of Snip and/or misappropriate any property of Snip.
- 7.10 Delete or alter any proprietary rights or attribution notices in any property of Snip.

8. Interaction with Other Users.

Snip provides a platform for users to communicate and interact with one another. You are solely responsible for your interactions with others and Snip has no responsibility or liability with respect to any online or offline interactions. We reserve the right, but have no obligation, to monitor interactions between you and other users of our Platform. Please use your best judgment and keep safety in mind when you use the Platform and interact with others.

By using the Platform you agree and acknowledge that you will receive real candid feedback from people who know you. Although we are encouraging people to provide constructive feedback, we cannot guarantee that the content will not be offensive to you. By proceeding, and exposing yourself to the content, you accept full and sole responsibility.

9. Account Termination

Snip may refuse or suspend your access to the Services, for any length of time, or may terminate your Account or access to the Services without notice for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of your Account, or illegal or improper use of the Platform, User Content (as defined below), or Snip's intellectual property as determined by Snip in its sole discretion. You may lose your username/nickname, as a result of Account termination, without responsibility on the part of Snip for any damage that may result from the foregoing. You will not be entitled to any refund of the subscription under these circumstances.

You acknowledge that Snip is not required to provide you notice before suspending or terminating your Account or selectively removing, revoking or garnisheeing benefits associated with your Account. In the event that Snip terminates your Account, you may not use any part of the Platform again without Snip's express permission. If you

believe that any action has been taken against your Account in error, please contact us at: info@snip.today.

A User may terminate their Account at any time by sending an email to info@snip.today. In the event of such notice of cancellation, the appointment shall terminate after 3 business days from the date on which the cancellation was received. When the subscription is cancelled, the User will be credited with the percentage of the remaining subscription value (under the full monthly subscription price), that is the ratio of the remaining User's subscription to the cancellation of the subscription and the full subscription period paid if they paid for a monthly subscription. The credit shall be made by the means of payment in which the appointment was paid.

10. User Content

You agree that you are publishing such content willingly and you represent that you own such content or, if third party authorization is needed, that you have received the necessary authorizations from such third parties, that you have all rights to publish said content and that publishing of the content by you does not infringe any third party's intellectual property and complies with all applicable laws.

Snip does not claim ownership of any data, text, graphics, photographs, or any other content, including such Content's selection and arrangement, uploaded to the Platform by any User ("**User Content**"). However, by sending and/or creating User Content and/or using the Platform you automatically grant Snip a non-exclusive, royalty-free, perpetual license of all worldwide rights to use, edit, modify, include, incorporate, adapt, record and reproduce such User Content, including, without limitation, all trademarks associated therewith, in any manner whatsoever, in or out of context, in all languages, in all media now known or hereafter created for the purposes set forth in the Platform and on the Site and these Terms, including for the avoidance of doubt commercial, non-commercial and/or promotional use by Snip associating such User Content with your user information and/or user name.

Snip provides no representations or guarantees regarding the accuracy, quality, or integrity of any User Content posted via the Platform. By using the Platform you acknowledge and accept that you may be exposed to material you find offensive, disturbing, harassing or objectionable. You agree that Snip will not under any circumstances be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content.

Snip reserves the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Platform and from the Site with or without notice for any reason whatsoever. You hereby agree that, to the maximum extent permitted by applicable law, Snip shall at no time be responsible or held liable for the removal, modification or blocking of material or User Content that may be considered offensive and shall at no time be obligated to effect such removal other than under applicable law.

Further to the above, You may only post User Content that (a) is non-confidential; (b) you have all necessary rights to post to the Platform; or (c) does not and will not violate this Terms or any applicable law, rule or regulation.

11. License

Subject to your agreement and compliance with these Terms, you may access the Platform solely for non-commercial use. Use of the Platform shall be solely for your own private purposes as set forth herein and for no other purpose whatsoever. You hereby acknowledge that your use is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your license to use shall immediately terminate, and you shall immediately refrain from using the Platform. If the Platform or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any license to use the Platform, and as such you must refrain from using the Platform in any way or for whichever purpose, without limitation.

12. Intellectual Property Ownership

Snip and/or its affiliates retains all of its rights in the Site and Platform materials (including, but not limited to, applications, software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement, but excluding User Content) (collectively, “**Service Materials**”). The entire contents of the Service Materials are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Platform pursuant to these Terms or otherwise exploit any of the Service Materials without Snip's explicit, prior written permission. The foregoing shall not apply to your own User Content that you post through the Platform in accordance with these Terms, or to other non-protected content. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written permission from Snip. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your Account as well as severe civil and criminal penalties.

Snip and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the Service Materials. You hereby acknowledge that you do not acquire any ownership rights by using the Platform or by accessing any of the Service Materials, or rights to any derivative works thereof.

You are not required to provide Snip with any feedback or suggestions regarding the Platform or any Service Materials. However, should you provide Snip with comments or suggestions for the modification, correction, improvement or enhancement of the Services and/or any Service Materials, then, subject to the terms and conditions of these Terms, you hereby grant Snip a non-exclusive, irrevocable, worldwide, royalty-

free license, including the right to sublicense, to use and disclose such comments and suggestions in any manner Snip chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of Snip's and its sublicensee's products and content embodying such comments or suggestions in any manner and via any media Snip chooses, but without reference to the source of such comments or suggestions.

13. Indemnification.

You agree to defend, indemnify and hold harmless Snip, its independent contractors, service providers and consultants, and their respective directors, officers, employees and agents (collectively, “**Snip Parties**”), from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Services; (b) any User Content you provide; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Services.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED “INDEMNIFICATION” IS INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

14. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND SERVICE MATERIALS ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY SNIP. SNIP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES AND SERVICE MATERIALS. SNIP DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SERVICE MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE OR THAT THEY WILL BE UNINTERRUPTED. SNIP IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY. FINANCIAL, BUSINESS OR ECONOMICAL PUBLICATIONS, IF ANY, DO NOT IMPLY CONSULTATION BY SNIP OR PROVIDING OF AN OPINION. WHILE SNIP ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES SAFE, SNIP CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD IT IS EXPRESSLY RECOMMENDED YOU USE RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED “DISCLAIMERS” IS INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

15. Limitation of Liability

You assume all risk arising from your use of the Services, including but not limited to all of the risks associated with any online or offline interactions with other users. You agree to take any and all necessary precautions when interacting with other users.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SNIP OR THE SNIP PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICES OR THE SERVICE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT RESULT FROM THE ONLINE OR OFFLINE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE SERVICES (INCLUDING WITHOUT LIMITATION BODILY INJURY, DEATH OR PROPERTY DAMAGE), MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR USER CONTENT, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SNIP’S RECORDS, PROGRAMS OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SNIP OR THE SNIP PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE PLATFORM OR TO THESE TERMS EXCEED ANY PAYMENT, IF ANY, TO SNIP FOR ACCESS TO OR USE OF THE PLATFORM FOR THE PRIOR 12 MONTHS, OR, IF YOU HAVE NOT PAID FOR THE USE OF ANY SERVICES, THE AMOUNT OF USD \$10.00.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTION ENTITLED “LIMITATION OF LIABILITY” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID

UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

16. Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Services or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“**Notice**”). The Notice to Snip should be sent to 1161 Mission St. San Francisco, CA, 94103 (“**Notice Address**”) and to info@snip.today. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Snip and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Snip may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Snip or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Snip is entitled. The arbitration will take place in the state and federal courts located in San Francisco, CA. As used in this Section, “we” and “us” mean Snip. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Services or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“**AAA**”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “**Rules and Procedures**”). Where no claims or counterclaims exceed \$10,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party’s patent, copyright, trademark, or trade secret shall

not be subject to this arbitration agreement. Such claims shall be exclusively brought in state and federal courts located in San Francisco, CA. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before state and federal courts located in San Francisco, CA in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within San Francisco, CA for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Payment of all filing, administration, and arbitrator fees (collectively, the "**Arbitration Fees**") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

This Section will survive termination of your account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in the state and federal courts located in San Francisco, CA.

Notwithstanding any provision in these Terms to the contrary, Snip agrees that if it makes any future change to this arbitration section (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 888-778-7879 or visit the AAA website at <http://www.adr.org>.

17. Links, Search Engines

The Platform and the Site may contain links to other websites or resources (“**Linked Sites**”). The Linked Sites are not under the control of Snip and Snip is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Snip is not responsible for webcasting or any other form of transmission received from any Linked Site. You acknowledge and agree that Snip will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

18. Digital Millennium Copyright Act

If you are a copyright owner or agent thereof and believe any content infringes upon your copyrights, you may submit a written notice pursuant to the Digital Millennium Copyright Act (“**DMCA**”) to our copyright agent at info@snip.today.

In order to take action, your notice must:

- Include your physical or electronic signature.
- Identify the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notice, a representative list of such works at that site.
- Identify the content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and provide information reasonably sufficient to permit us to locate the content.
- Provide a way for us to contact you, such as your address, telephone number, or email address.
- Include in your notice the following statement: “I believe in good faith that the use of copyrighted material described in this notice was not authorized by the owner of the copyright, an agent of the owner of the copyright, or applicable law.”
- Include in your notice the following statement: “I swear, under penalty of perjury, that the information I have set forth in this notice is accurate, and I am either (1) the owner of the copyright; (2) someone authorized to act on behalf of the owner of the copyright; or (3) someone authorized to act on behalf of someone who holds an exclusive right to use the copyright in the manner in which it has been infringed.”

We cannot take action unless you give us all required information, and you acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Please note that you can be held liable for damages (including costs and attorneys’ fees) if you wrongfully claim that content infringes your copyright. If you are not sure whether content infringes your copyright, you should first contact an attorney and seek legal advice.

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to applicable law, to post and use such material, you may submit a written counter-notice to our copyright agent at contact@snip.today. In order to take action, your counter-notice must: (1) include your physical or electronic signature; (2) identify your content that has been removed or to which access has been disabled and the location at which your content appeared before it was removed or access to it was disabled; (3) include a statement, under penalty of perjury, that you have a good faith belief that your content was removed or disabled as a result of mistake or a misidentification of your content; and (4) include your name, address, and telephone number and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided the DMCA notice to us or an agent of such person. If a proper counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in ten (10) business days. We may, in our discretion, replace or restore access to the removed content and cease disabling access to it in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, unless

our designated agent first receives notice from the person who submitted the DMCA notice that such person has filed an action seeking a court order to restrain the owner of the removed content from engaging in infringing activity relating to such content.

19. Notices

Notices to you may be made via the Site, push notifications inside the Application, and/or e-mail. Snip may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you generally on the Site. You agree that all agreements, notices, disclosures and any other communications that Snip provide as aforementioned satisfy any legal requirement that such communications be in writing.

20. Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at info@snip.today.

21. General

By using the Services or visiting the Site, you agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and Snip. Any claim or dispute between you and Snip that arises in whole or in part from your use of the Platform shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv, Israel, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of Tel Aviv, Israel. Your use of the Platform following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND SNIP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

For any questions about these Terms or any other issue regarding Snip or the Platform please contact us at: info@snip.today.

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