

Mobile Application End-User License Agreement

Please read this Mobile Application End-User License Agreement (“**EULA**”) carefully before downloading or using the iMyVoice mobile application (“**Mobile App**”) developed by Simona Tzalik (“**The Developer**”).

This EULA governs your use of the Mobile App, which will allow you to access the iMyVoice collaborative work management service (the “**Subscription Service**”) directly from your mobile device. Your use of the Subscription Service will remain subject to the existing agreement governing such use (the “**Subscription Agreement**”); to the extent it conflicts with this EULA, the terms of this EULA will apply. Your use of the Mobile App indicates your consent to this EULA.

1. License. The Developer grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile App for your personal and internal business purposes strictly in accordance with this EULA and the Subscription Agreement.

2. Your Account. Your use of the Mobile App requires that you have an account with The Developer and agree to the terms of a The Developer Subscription Agreement.

3. Changes to this EULA. The Developer reserves the right to modify this EULA. The Developer will post the most current version of this EULA at www.tmag.co.il. If The Developer makes material changes to this EULA, we will notify you via the Mobile App. Your continued use of the Mobile App after The Developer publishes notice of changes to this EULA indicates your consent to the updated terms.

4. No Included Maintenance and Support. The Developer may deploy changes, updates, or enhancements to the Mobile App at any time. The Developer may provide maintenance and support for the Mobile App, but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You acknowledge that Apple (for iOS Mobile App) has an obligation to furnish any maintenance and/or support services in connection with the Mobile App.

5. Acceptable Use. You agree that you will not use or encourage others to use the Mobile App in a way that could harm or impair others’ use of the Mobile App.

6. Privacy. In order to operate and provide the Subscription Service and the Mobile App, Smartsheet may collect certain information about you. Smartsheet uses and protects that information in accordance with the Smartsheet Privacy Policy (a current version of which can be found at www.tmag.co.il).

7. Consent to Electronic Communications and Solicitation. By downloading the Mobile App, and/or opting-in through notification settings, you authorize The Developer to send you (including via email and push notifications) information regarding the Subscription Service and the Mobile App, such as: (a) notices about your use of the Subscription Service and the Mobile App, including notices of violations of use; (b) updates to the Subscription Service and Mobile App and new features or products; and (c) promotional information and materials regarding The Developer’s products and services. You can review your account settings to adjust your messaging preferences or unsubscribe to some messaging by following instructions provided by Apple.

8. No Warranty. YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. The Developer EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.1 **iOS Application.** In the event of The Developer failure to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COST, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

9. Suspension and Termination of the Mobile App. The Developer reserves the right to suspend or terminate your access to the Mobile App at any time based on the status of your account under the Subscription Agreement. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the Subscription Service.

10. Intellectual Property Rights. In the event of a third party claim that the Mobile App, or your possession and use of the Mobile App, infringes third party's intellectual property rights, The Developer, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11. Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

12. Governing Law. This EULA shall be governed by and construed in accordance with the laws governing your Subscription Agreement.

13. Contact Information. If you have any questions regarding this EULA, please contact The Developer by email at t-mag@bezeqint.net.

14. Third Party Beneficiaries. Upon your acceptance of this EULA, Apple (for iOS Mobile Apps) will have the right to enforce this EULA against you as a third party beneficiary thereof.