

**Teloring -omni channel platform
Framework Agreement and General Conditions**

Engagement with Teloring (hereinafter: the "Company"), as well as the use of a multi-channel communication system it provides (hereinafter: the "System"), including entering the system and using its content and services offered therein, constitute the user's consent to all conditions detailed below:

1.

2. Definitions:

"The Company" – Teloring Register num 516215860;

"The System" – the company's multi-channel communication system;

"Client" – any person that ordered the services from the company or person on his behalf, whether or not he signed an engagement agreement;

"User" - a person and/or corporation, whether he/it is the client or person on his/its behalf, which elects to use the company's multi-channel system, including his employees, representatives, consultants, suppliers and any other person on his/its behalf that will use the system;

"User Information" - all information provided by the user and/or behalf thereof, including personal details;

"The Services" - use of the company's multi-channel communication system, including the service of setting up a cloud server for the system;

"Service Price List" - rates that will be defined by the company as consideration for the components of the services that the client orders from the company. The client may change, from time to time, the components of the service and the scope of the service ordered from the company, and the company may update, from time to time, the rates it charges the client accordingly.

3. The client requests the company to establish a multi-channel interface for social networks and communication channels; and the company agreed to do so in accordance with the characterization of the system that the company will receive from the client and subject to the client's compliance with the conditions of the various media and communication channels.

4. This agreement constitutes an appendix to the service order form from the company and constitutes a framework agreement determining the terms between the client and the company.

The agreement will be valid from the date of the contract until its actual termination.

For the avoidance of doubt, this agreement, including its entire clauses, provisions and appendices, will apply throughout the contract period without any reservation.

5. Payment of service fees:

As consideration for the provision of the services, the client will pay a monthly service fee as modified at teloring.com at the time of ordering and in advance (hereinafter: "the Service Fee"). The payment of the service fee is for a month or any part thereof - and it is not conditioned on the actual use or the extent or frequency of use of the system. A client and/or user that paid service fees for 12 months (year) for the use of the services and requests to terminate the contract within the 12-month period - is not entitled to any refund.

The company may update and change the monthly service fees from time to time, provided that it has notified the client or his/its behalf regarding such matter through the email address provided thereby to the company - at least 30 days in advance. In the absence of a rejection of the notification or a reservation on the part of the client regarding the update of the aforementioned service fees, the same will be considered as if the parties agree to the updated service fees and the client will not have any claim or argument in this regard against the company.

6. The client acknowledges that he/it must register with the Meta Company in order to receive the service from the company - and by signing this agreement, the client agrees and authorizes the company to handle all matters related to registration thereof and approval in the Meta systems.

The client's registration with Meta is subject to Meta's absolute approval and sole consideration and the client acknowledges that the company does not guarantee the client's registration in Meta's systems.

The installation and registration will be carried out according to the client's needs - according to

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a specification to be carried out in coordination with the client.

The client can make a self installation or, will pay for the installation and registration, to be billed in advance according to estimated working hours. The working hours were estimated according to the company's experience in registration and installation of the type ordered by the client, and the client is aware that the amount of working hours may change due to difficulties in registration and/or due to changes in the characterization of the client, in which case the company will inform the client in advance of the deviation and the need to increase the aforementioned working hours.

7. Termination of the contract:

Each party may terminate the engagement by giving at least 30 days' advance notice to the other party, which will be delivered through an email address registered in the company's systems.

Termination of the contract between the parties is conditional on receiving a release approval from external suppliers, such as Meta, etc.

8. Programming:

The system is based on a combination of software developed by the company as well as licensed third-party software. Some of the programming languages are open source - and the client will be subject to the provisions of the open-source license and all its provisions and conditions.

The company will ensure that the use of the part of the aforementioned open-source software complies with the license and will not make any use contrary to the terms of the license, whether or not intentionally.

The company will perform, to the extent possible, updates and adjustments in the software according to the needs of the client. The commercial copyrights of the additional code lines and the existing modules and those to be developed are the exclusive property of the company and the client may make limited use for the purpose of his/its activity within the framework of this agreement only and only during the period of the provision of services and the contract with the company.

Graphic Design:

The source files (PSD) and the intellectual property rights in the graphic design belong to the company only.

During the contract period, the client may use the graphic design for any purpose.

9. System content:

The system allows content to be entered independently. The company is not responsible for entering the contents, and the client will be solely responsible for entering the same and will be solely responsible for all matters related to their content.

The client will not copy content from word processing software, but will rather enter only original content directly into the data entry system.

The copyrights in the content entered into the system belong to the client.

10. Accessibility:

The company provides an accessible system according to Section 35 of the "Regulations on Equal Rights for Persons with Disabilities (Service Accessibility Adjustments), 5773-2013".

The system will comply with the standard: Guidelines Web Content Accessibility A of the international standardization body World Wide Web Consortium (W3C).

Contents of the client that will be entered into the system from time to time - the client is solely responsible for verifying that the content complies with all accessibility rules and conditions.

11. Warranty:

The company will provide service for the system during the entire period for which the client engaged therewith and is its client, provided that he paid the full consideration to the company for the services on time.

The company's warranty will apply to any defects in the software, including security loopholes.

The company is not liable for malfunctions originating from the servers of the storage providers, and it is not liable for repairing malfunctions in the application to which the user is connected, nor is it responsible for external software systems linked to the system.

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The company will provide the client with a system with an original graphic design.

12. Operating hours and technical service:

The company will provide a technical service response, Sunday-friday between the hours of 08:30-17:30 (hereinafter: "the Working Hours"), via the WhatsApp system to teloring, or by email: service@teloring.com

In the case of an emergency only, that is - in the event of a completely disabling malfunction resulting from a malfunction in the system and without any possibility to activate it - outside of working hours, the company will activate an emergency number as modified which will be active as stated in the event of a disabling and serious malfunction only as defined in this section.

The company may, at its absolute and sole discretion, charge the client the full cost of repairing the malfunction in the event of an emergency, in the amount of 280 US\$ include lawful VAT for each technician's working hour or part thereof - or at the price agreed with the client in the appendix to the services order – whichever is higher.

Commencement of troubleshooting - within 4 hours.

A malfunction related to media or other communication providers is not the responsibility of the company, however the company will do everything in its power to update the client with any information received from the various providers.

Notwithstanding the above, a malfunction will be handled on a working day provided it is submitted to the company by 15:00 at the latest. A malfunction that is submitted after 15:00 will be handled in the morning of the subsequent working day.

The company will not provide warranty and will not repair malfunctions caused by changes made by any third party in the source code provided by the company.

13. Limitation of warranty and expiration of the warranty period:

As soon as the contract between the parties terminates, the warranty period will end completely and without any reservation.

Immediately upon the end of the contract period, the company will not have any warranty towards the client.

The client may order from the company, with a separate payment to be paid to the company in advance – back-up for calls and contacts only (not including images, videos, photos and any additional files that are attached to messages), provided that the client notifies the company at least 14 days before the conclusion of the contract. If the client does not notify the company of his/its desire to recover the materials as stated, the company will delete the contents and materials immediately on the date of disconnection and termination of the services - and the client will not have any claim and/or complaint and/or argument against the company in this regard, and he/it will be exclusively responsible in this respect.

Immediately upon the end of the contract period - the company is not responsible and will not at all indemnify the client for any damage or any claim whatsoever.

The contents entered into the system will be the full and sole responsibility of the client, and the company does not and will not have any responsibility for this content and/or for any violation of copyright, intellectual property, offensive content, prohibited content, etc.; and for the avoidance of doubt - it is hereby clarified that responsibility for the content will apply only to the client.

It is clarified that the client is precluded from asserting any claim against the company regarding the contents, and is precluded from asserting that the company knew about the contents that he/it entered, either directly or indirectly – his/its responsibility is absolute.

14. Damages:

The client hereby irrevocably agrees and confirms that in no case is the company liable for any consequential or circumstantial damage, and is aware that the company will not be held liable in the event of loss of income, reduced profits, cessation of business activity and/or loss of business information, whether directly or indirectly related to the system.

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It is hereby clarified that in any case, whatever the case may be, the amount of the company's liability to the client shall not exceed the total consideration for one month of service that the client actually paid to the company (not including charges for Meta calls).

The company may, at any time, cancel the engagement agreement with the client, at its sole and absolute discretion and without any obligation to provide any reason or explanation for its decision, and if it does so - the company will return to the client the balance of the consideration paid by the client from the time it decided to terminate the contract therewith until the date of termination of the contract, according to the total consideration paid thereby. It is clarified that the amount paid by the client for the establishment and training will not be credited to the client at all.

15. Miscellaneous:

For the avoidance of doubt, if the client fails to pay the company the full consideration for the use of the system, or the payment method that he/it provided to the company for the use of the system has not been honored, the client hereby irreversibly approves for the company to terminate the contract with the client at any time that the company deems appropriate and to disconnect from the services and the system even without any notice in advance, and the client will be solely liable for the same, with all implications thereof.

16. The use of the system is given to the client exclusively and only for the period of being a client as mentioned - and it is not transferable to any other party without prior written consent from the company.
17. Risks related to the Internet: It is clarified that the company's systems, by virtue of being based on software, hardware and communication networks, are exposed to the risks inherent in this type of systems, including harmful programming (viruses, Trojan horses, etc.), eavesdropping on communication lines, hacking by hostile parties, impersonation, etc. The company does its best to secure the systems, but is not responsible for any presence of harmful components, viruses, disruptions of any kind and/or hacks and for any illegal act by the user and/or by any third party. For the

remedy and/or submit any complaint to the law enforcement authorities and/or any other action that may be required, in accordance with any law, for illegal activity in the system and/or for any damage to the software by any person.

18. The company may, at any time, change the terms of the contract, either in this agreement or in its appendices - subject to an orderly notice provided by the company to the client at least 14 days in advance.
19. As to other disputes, the jurisdiction shall be vested with the competent court in the city of Nicosia Cyprus..
20. This agreement constitutes an addendum to the order made by the client from the company, and the client declares having read and understood the content of the documents before signing them - and they are acceptable thereby, without any reservation or condition, and he/it approves and agrees to abide by them in full.
21. Changes to this document, whether in writing, orally or otherwise, may not be done. There is no and will not be any validity to such changes and additions not written by the company. By signing this agreement, the client confirms that the agreement includes all the issues agreed upon in his/its respect.

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avoidance of doubt, this provision does not
derogate from the company's right to claim any