

Callbox provides its services subject to the terms and conditions detailed hereunder (the “Terms”). To become eligible to use Callbox services, you must review and accept the Terms by clicking the “I accept” check box when you create your account or other mechanisms provided.

Please review the Terms carefully. Once accepted, these Terms become a binding legal commitment (“Agreement”). If you have any questions, you can reach Callbox at <http://callbox.co.il/en/contact>

These Terms apply to use of Callbox on Callbox.co.il, or other re-branded/white labeled versions of the Callbox software. Use and access to these sites, the telephone services provided, call tracking technology, text message, and reporting software (the “Services”) described below are subject to these Terms.

1. Privacy:

Please review our Privacy Notice (<https://callbox.co.il/en/privacy>), which also governs your visit to our website, to understand our practices.

2. Definitions:

“Customer”: The individual accepting the Terms or the entity such individual represents. If you are accepting these Terms for a company or agency, you hereby warrant that you (1) have the legal right and authority to enter into these Terms for the company as named in the Account, (2) acknowledge that you are accepting these Terms on behalf of the company or other entity you represent (3) you are binding the company or other entity you represent to the Terms and (4) if you becomes no longer affiliated with the company or entity in which you entered the agreement under, then the account and associated content and data is maintained as the property of the company or entity, and the authorized officers of that organization.

“Customer Data”: Data and other information made available to Callbox through the use of Callbox services including call records, audio recordings, recording transcriptions, SMS records and SMS message content.

3. Electronic Communications:

When Customer visits or send e-mails to us, they are communicating with us electronically. When they create an account and enter their email address, they consent to receive communications from us electronically. We will communicate with Customer by e-mail or by posting notices on this site.

Customer agrees that all agreements, notices, disclosures and other communications that we provide electronically satisfy all legal requirement that such communications be in writing.

4. Services:

Callbox services ("Services") consist of one or more of the following: a web-based interface, website number insertion, information about the caller, call forwarding, browser phone, advertising channel information for incoming phone calls, text messaging applications, call and text data access, call and text data storage as well as software maintenance and upgrades and customer support.

Customer will be solely responsible for all use (whether or not authorized) of the Callbox Services under its account. Customer will ensure that it has a written agreement with each End User ("End User Agreement") that enables Callbox to use all Customer Data as necessary to provide the Services and that protects Callbox' rights to the same extent as the terms of this Agreement. The End User Agreement must include terms concerning restrictions on use, protection of proprietary rights, disclaimer of warranties and limitations of liability. Callbox agrees that, subject to the foregoing requirements, the End User Agreement need not specifically refer to Callbox. Customer will promptly notify Callbox if it becomes aware of any breach of the terms of the End User Agreement that may affect Callbox. Customer will take all reasonable precautions to prevent unauthorized access to or use of the Callbox Services and notify Callbox promptly of any such unauthorized access or use.

Services described on the Callbox sites may or may not be available in all countries or regions of the world and may be available under different trademarks in different countries. Customer agrees to use the Callbox Services in accordance with all applicable guidelines as well as all state and federal laws that the Services are subject to.

5. Restrictions:

Customer will not use the Callbox Services to access or allow access to Emergency Services.

Customer will ensure that the Callbox Services provided hereunder are used in accordance with all applicable laws, regulations and third party rights, as well as the terms of this Agreement.

Specifically and without limitation, Customer will ensure that Callbox is entitled to use the Customer Data as needed to provide the Callbox Services and will not use the Callbox Services in any manner that violates any data protection statute, regulation, order or similar law. Except as allowed by applicable law, with respect to any software provided to Customer hereunder, Customer will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.

6. User Accounts

Customer may use the service through the use of their username and password login. Customer shall provide Callbox with accurate, complete and regularly updated profile information associated with their login. They agree to notify Callbox of any known or suspected unauthorized use of their user login account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your username or password. Customer shall be responsible for maintaining the confidentiality of their password. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of the user account, in Callbox' sole discretion, and Customer may be reported to appropriate law-enforcement agencies.

7. Termination of Agreement

7.1 Term: The term will commence on the date these Terms are accepted by Customer and continue for a period of twelve months. These Terms will automatically renew for additional one year terms unless either party provides notice of non-renewal no less than 60 days prior to the end of a renewal term.

7.2 Termination: Either party may terminate this Agreement for any reason upon 180 days written notice to the other party. Either party may also terminate this Agreement in the event the other party commits any material breach of this Agreement and fails to remedy such breach within 5 days after written notice of such breach.

7.3 Termination by Callbox: Callbox may also suspend the Services immediately upon notice for cause if:

- (a) Customer violates (or gives Callbox reason to believe it has violated) any provision of these Terms;
- (b) there is an unusual spike or increase in Customer's use of the Callbox Services for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the Callbox Services;
- (c) Callbox determines, in its sole discretion, that its provision of any of the Callbox Services is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or

(d) subject to applicable law, upon Customer's liquidation, commencement of dissolution proceedings, disposal of Customer assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if Customer become the subject of bankruptcy or similar proceeding.

(e) Or any other date upon which Callbox has the right to terminate the Account(s) or suspend the Service as provided in this Agreement or any other applicable agreement or policy.

7.4 Termination By Customer: Customer may cancel Services through the cancellation process on the account settings page within the Callbox website or for agencies, that may be done on the agency settings page. Such cancellation will prompt Customer to confirm the release of all active tracking numbers associated with the account and will stop the monthly fees for numbers and chosen plan from being charged going forward. In addition, no phone calls will be connected through the tracking numbers once the account has been cancelled.

7.5 Account Data Upon Termination: Callbox may, after 60 days post Account cancellation, delete all Customer Data, including, but not limited to, calling history, audio files, configuration profiles, and other information indicative of Customer's use of the service.

8. Price and Payment:

8.1 Account Available Balance: In order to start using Callbox service, Customer will need to select a service plan and pay any respective service plan monthly software fees upfront for the first 30 days of service AND input money into the new account to use to start purchasing numbers and consume minutes. There are two options for adding funds to the available balance on an ongoing basis:

1. Set-up the account so that the balance recharges automatically using the credit card on file if the available balance falls below a specific amount (this is the default)

or

2. Choose to manually add funds to the available balance using the credit card on file (only available on the "Starter" plan).

Customer grants Callbox the right to charge the credit card provided in their Account for all fees incurred under this policy.

Thereafter, any monthly software fees for the chosen service plan, the monthly fee for phone numbers, the per minute charges for minutes used, the per text message rates for text messages

sent or received, any any fees for premium services such as premium Caller ID, keyword spotting, and transcription services will all be deducted from the available balance.

If the selected service plan has an associated “monthly software fee”, the term of the service for that plan is for an initial period of 30 days and will thereafter automatically renew for successive 30-day periods. The plan will continue to renew until Customer cancel the account by going to the “account settings” or “agency settings” page.

8.2 Tracking Numbers: Each tracking number purchased is valid for 30 days of service and will thereafter automatically renew for successive additional 30-day periods. The monthly renewal fee for the number will be deducted from the available balance. Customer can cancel a tracking number by releasing it on the edit tracking number page.

8.3 Per Minute Charges: For clarification and without limitation to which plan has been selected, Callbox shall bill for all minutes of usage for each call from the instant a call is initiated by, or connected to, the Callbox network to the instant all parties to such call are disconnected. Call duration calculations will be rounded up to the nearest minute. The per minute rates shown on the pricing and signup page apply to the standard rate center for each country that matches the purchased tracking number. Actual per minute rates may be higher depending on the rate center of the receiving number.

8.4 Interest: Until paid in full, all past due amounts will bear an additional charge of the lesser of 1 1/2% per month or the maximum amount permitted under applicable law. **(Does not apply to premium accounts).**

8.5 Late Payments: If Callbox requires use of collection agencies, attorneys, or courts of law for collection on the account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this policy. **(Does not apply to premium accounts).**

8.6 Pricing Changes: Callbox may change any portion of the Fees by posting the changes to the Sites or otherwise notifying customers of the change, such changes to take effect at the beginning of the next period of service.

8.7 Disputed Charges: Billing disputes must be submitted within 30 days of the applicable billing date or are deemed waived. Disputes shall be considered in the order received and are subject to determination in the sole judgment of Callbox. If a valid, settled transaction is disputed through the

processing bank as a "chargeback" and thus the transaction is reversed, the amount of that transaction will be deducted from the current available balance of the corresponding account AND a \$50 processing fee will be applied to the account. Please take care to not dispute valid transactions.

(Does not apply to premium accounts)

8.8 Use of Secondary Carrier: Customers may request tracking numbers that are not available through our primary carrier. These numbers may have different monthly and per minute rates than the standard rates for the plan. Customer will be notified of these differences prior to Callbox procuring the number and customer needs to agree in writing to ok the difference.

9. Security Rules:

Customer is prohibited from violating or attempting to violate the security of the Callbox Sites and Services and from using the Callbox Sites and Services to violate the security of other websites by any method, including, without limitation: (a) accessing data not intended for Customer or logging into a server or account which Customer is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user of the Callbox Sites or Services, host or network, including, without limitation, via means of submitting a virus to the Callbox Sites, overloading, "flooding," "spamming," "mailbombing," or "crashing"; or (d) sending unsolicited e-mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Callbox may investigate violations of these Terms, and may involve and cooperate with law enforcement authorities in prosecuting users of the Callbox Sites who are involved in such violations.

10. Compliance with Laws:

Customers using the Service for telemarketing or similarly regulated purposes are directly and solely responsible for compliance with applicable laws, including without limitation for filing, subscribing, or holding appropriate regulatory compliance documentation as required by competent jurisdictions and/or the purchase of access to any do-not-call lists and the like.

Customer agrees to familiarize himself with and abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under their account, including without limitation the content of the phone calls and messages transmitted through the Callbox Services.

Customer accepts that the Services are provided for professional use only, and agree that their use of the Callbox Sites or Services shall not include:

1. Sending unsolicited marketing messages or broadcasts (i.e. spam);
2. Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers;
3. Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
4. Harvesting, or otherwise collecting information about others, without their consent;
5. Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies or procedures of such networks;
6. Attempting to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means;
7. Interfering with another's use and enjoyment of the Services or Callbox Sites; or
8. Engaging in any other activity that Callbox believes could subject it to criminal liability or civil penalty/judgment.

Calls may be monitored and reported upon each billing cycle to ensure sound traffic patterns. Excessive routing of high-cost calls will be addressed to customer by Callbox and fines may be assessed to recover excess charges from Callbox carriers.

Any violation of Callbox policies will be grounds for termination of the Account, at Callbox' sole discretion, Customer may be reported to appropriate law enforcement agencies.

11. Changes to Service:

Callbox may at any time change or modify the features and functions of the Services may change over time. Callbox will use reasonable efforts to notify Customer at least 60 days prior to implementation of a change in Service and to provide information required for Customer to continue to use the Services.

12. Telephone Numbers:

Callbox will use commercially reasonable efforts to obtain the telephone number(s) requested, and use commercially reasonable efforts to initiate and complete port requests. Customer acknowledges that Callbox may need to change the telephone number assigned to the Customer (due to an area code reassignment or split, or for any other reason). Customer acknowledges that if the Service is suspended or terminated due to non-payment or breach of this Agreement, Customer may not be able to obtain the same local or toll free numbers should the Service be reactivated. Callbox may,

after 30 days post-cancellation of service and the inability or lack of desire to port the telephone number, remove all telephone numbers from Account.

Phone numbers acquired through Callbox can be ported to another carrier after at least 60 days of use from the time of initial purchase. Any attempts to use Callbox merely a source of numbers to be immediately ported away without use of the numbers on our system is not permitted and is grounds for Termination.

13. Call Recording:

Callbox makes available technology that offers the ability to record incoming telephone calls. When a calling party initiates a call to a tracking phone number, Callbox will, at the Customer's discretion, create a digital audio recording of the telephone call. Callbox provides the ability to play a customizable voice message at the beginning of each call to alert callers that the call will be recorded.

If Customer chooses to record telephone calls, they expressly agree and acknowledge that:

- 1) They authorize Callbox to make incoming call recordings on their behalf and
- 2) They either: 1. Authorize Callbox to play a voice message advising the caller that the call is being recorded prior to the call being connected to the party answering the call; OR 1. Have made the necessary arrangements to ensure that the caller is provided with the necessary warning about the presence of any recordings made of an call in accordance with the law.

Callbox shall have no liability whatsoever in respect of any use made by Customer, their employees, contractor, officer, agent, authorized representative or other third party, of the recordings and its contents, and/or of any personal information.

14. DISCLAIMER OF WARRANTIES:

Callbox HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.

Callbox' SERVICES AND PROPERTIES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. Callbox MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, THE CALL TRACKING

SERVICE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

15. EXCLUSION OF DAMAGES, LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL Callbox BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF Callbox HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL Callbox BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER DURING THE SIX MONTHS PRECEDING THE INCIDENT OR CLAIM.

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

THE Callbox SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY EMERGENCY SERVICES. NEITHER Callbox NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD Callbox HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE Callbox SERVICES TO CONTACT EMERGENCY SERVICES.

16. Intellectual Property Rights:

16.1 Ownership: The brand names, slogans, trademarks, service marks, designs, and logos used on the Callbox Website or in conjunction with the Service, including without limitation Callbox (collectively, the "Marks") are the trademarks of Callbox and its licensors.

Customer further agrees not to use any domain name, trademark, trade name, service mark, logo, or other materials confusingly similar to the Marks without the prior written consent of Callbox.

16.2 Site Content: All information and materials published, transmitted, or otherwise available on the Callbox Website or through the Service (including, but not limited to, terms of service, use policies, service documentation, user help, informational resources, images, equipment configurations, audio clips, and video clips, collectively, "Content") are protected by copyright or trademarked (as applicable), and owned or controlled by Callbox, its licensors, or affiliated companies. Customer shall abide by all copyright and trademark notices, limitations, and restrictions applicable to any Content or to the Service. Without limiting the foregoing, no Content may be copied, reproduced, republished, reused, uploaded, downloaded, posted, or transmitted, other than through the Service in accordance with its intended use, nor may derivative works be created from it or distributed in any way.

16.3 Proprietary Technology: The software, hardware, and other technologies which Callbox uses to deliver the Service (the "Callbox Technologies") contain confidential and proprietary information, trade secrets, and other property rights belonging to Callbox and its licensors, and all rights to the Callbox Technologies and all property rights related to the Service, including without limitation all patents (registered or unregistered), trade secrets (including diagrams, drawings, processes, production methods, information, data, computer software, and formulas), copyrights (whether registered or unregistered), domain names and sub-domains, end-user and consumer information, work product resulting from custom implementation services, and contract rights, including all derivative works thereof (whether produced by Callbox, Customer, or otherwise), shall remain exclusively with Callbox and its applicable licensors.

Customer rights to the Callbox Technologies are limited to a non-exclusive and non-transferable runtime right solely during the term of the applicable Account subscription and solely for the purpose of using the Service. All Service is hosted by Callbox and no software code (other than APIs if Callbox agrees to provide the same in its sole discretion) will be provided to Customer.

16.4 Derivative Works: Customer may not modify, create derivative works or, redistribute, sell, decompile, reverse engineer, or disassemble the Callbox Technologies or otherwise attempt to

deduce the source code, design, or data transmission characteristics of the Callbox Technologies. Customer may not use packet sniffers or other network or IP tracing technologies on the Service or with the Callbox technologies except for the specific purpose of optimizing your network for use of the Service in accordance with Callbox Service documentation.

17. Use of Customer Name and Logo:

Customer hereby grants Callbox a royalty-free, nonexclusive, limited license to use the name and logo of Customer on the Callbox website or in other public relations materials to include Customer as a customer of Callbox. Customer may terminate such authorized use upon 30 days written notice.

18. Indemnification and Disputes:

With respect to any violation of this Agreement, Customer agrees to indemnify and hold harmless Callbox, and its subsidiaries, parents, affiliates, managers, shareholders, officers, directors, agents, resellers, sales affiliates, licensees or other partners, and employees, from all claims, demands, liabilities, losses, damages and expenses (including without limitation reasonable legal fees and expenses), arising from or in connection with the use of the Service, any other parties' use of the Customer Account, or any conduct while using the Service, violation of this Agreement, or violation of any rights of another, including without limitation any violation of applicable law or any tort committed while using the Service.

18.1 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of Maryland, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between Customer and Callbox or its associates.

19. Miscellaneous:

19.1 Amendment: Callbox may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. Callbox will notify Customer of any such amendments and Customer's continued use of the Callbox Services following the effective date of any such amendment may be relied upon by Callbox as Customer's consent to any such amendment. Callbox' failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of the Agreement.

19.2 Enforceability: If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

19.3 Modification: Except when expressly provided by another written agreement with Callbox, this is the entire Agreement between the parties relating to the subject matter herein and shall not be modified except in writing signed by an authorized representative of Callbox. Customer agrees that Callbox may, in its sole discretion, from time to time add to, delete from, or modify this Agreement in any reasonable manner by providing notice as permitted above.

19.4 Force Majeure: Callbox shall not be deemed in breach of this Agreement, nor for any breach of any implied warranty or other obligation, for any failure in performance arising in connection with circumstances beyond its reasonable control, including, without limitation, fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, accident, or other acts of God.

19.5 Transferability: The right to use the Service and access the Account is not transferable, sublicenseable, and may not be sold, rented, or timeshared, unless expressly permitted in another agreement with Callbox. Callbox may assign this Agreement, in whole or in part, at any time with or without notice.

19.6 No Waiver: The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

19.7 Relationship: Each party is an independent contractor in the performance of each and every part of this Agreement. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of its activities, or those of its employees or agents, in the performance of this Agreement. Customer does not have the authority to commit Callbox in any way and will not attempt to do so or imply that it has the right to do so.

QUESTIONS:

Questions regarding our Terms and Conditions, Privacy Policy, or other policy related material can be directed to our support staff by writing to Callbox, Hataasiya 21 st. Raanana, Israel. Or you can email us at:info@Callbox.co.il.

