

MINE DSR Portal Beta Agreement

SAYMINE TECHNOLOGIES LTD. WELCOMES YOU. PLEASE READ THIS AGREEMENT (THE "AGREEMENT") CAREFULLY, BECAUSE IT GOVERNS THE USE OF THE BETA VERSION OF OUR WEB-BASED DATA SUBJECT REQUESTS ("DSR") PORTAL (THE "SERVICE"). THE PORTAL FACILITATES AND STREAMLINES THE HANDLING INDIVIDUAL'S DSR REQUESTS.

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN SAYMINE TECHNOLOGIES Ltd. ("WE", "US", "OUR" OR "MINE"), AND YOU – A LEGAL ENTITY (A COMPANY, A PARTNERSHIP, OR ANY OTHER LEGAL ENTITY), IDENTIFIED BY THE DETAILS PROVIDED DURING THE REGISTRATION PROCESS ("BUSINESS ENTITY") OR AN INDIVIDUAL (EMPLOYEE OR OTHERWISE) DESIGNATED BY THE BUSINESS ENTITY TO USE THE SERVICE FOR THE BENEFIT OF THE BUSINESS ENTITY ("USER"). THE TERMS "YOU" AND "YOUR" WILL APPLY COLLECTIVELY TO SUCH BUSINESS ENTITY AND TO SUCH USER, UNLESS OTHERWISE EVIDENT FROM CONTEXT.

If You are acting on behalf of the Business Entity for the procurement of right to use the Service, then You represent and warrant that You are duly authorized to enter into this Agreement on behalf of the Business Entity and that You have the proper authority to legally bind the Business Entity by this Agreement.

You may not use the Service if You are under 18 years of age.

1. Right to Use the Service

- 1.1. Subject to the terms of this Agreement, We grant You a free-of-charge, worldwide, limited, non-exclusive, revocable, non-transferable, and non-sublicensable right to use the Service to manage DSRs.

2. The Service

- 2.1. The Service is provided on an "AS IS" and "AS AVAILABLE" basis and entails a greater risk of bugs, errors, malfunctions or inaccuracies. Your use of the Service is at your sole risk.
- 2.2. We have no obligation to provide a commercial version that incorporates all or some of the current features of the Service. If and when We make a commercial version of the Service available, it may have features or functionality that are different than those included in the current Service.
- 2.3. We may employ technological measures to detect and prevent fraudulent or abusive use of the service. We may terminate, suspend or limit your use of the Service, if we believe that your use of the Service is fraudulent, abusive or harmful in any way.
- 2.4. We may, either partially or in its entirety and without being obligated to provide advance notice – modify, adapt or change the Service, or any of its features, user interface and design, the extent and availability of the content in it and any other aspect related to it.

3. User Account and Access to the Service

- 3.1. Access to the Service is available by using the Gmail Account log-in details. We may offer the Service for use with additional types of web-mail services.
- 3.2. We use standard authentication processes to verify the ownership of the email address that you use to access the Service. Additionally, before making the DSRs available to you through the Service, we may take additional step to verify your affiliation with the relevant entity who wishes to use the Service, through telephone calls, or through other means of communication, at our discretion.
- 3.3. We may establish and require additional or alternative means of identification and authentication to access and use the Service and will notify You in advance of such change.

4. Restrictions

- 4.1. You may not use or have others use, or provide to third parties, the Service or any part thereof including, without limitation, by reselling, licensing, renting, leasing, transferring, lending, timesharing, assigning, redistributing or displaying the Service or any part thereof.
- 4.2. You may not modify, make derivative works of, disassemble, de-compile or reverse engineer any part of the Service software code.
- 4.3. You may not access the Service in order to develop or create a similar or competitive product or service, including, without limitation, by way of compiling Your own similar database.

- 4.4. You may not engage in or attempt to engage in: (i) any form of testing, scanning, scraping, probing, robotic navigating, bulk extracting, hacking the Service; (ii) breaching the security of the Service, or any network or server used by the Service, or identifying any security vulnerabilities thereof; ; (iii) interfering with, circumventing, manipulating, impairing or disrupting the operation, or the functionality of the Service; (iv) working around or circumventing any technical limitations in the Service; or (v) using any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service.
- 4.5. YOU MUST MAKE CERTAIN THAT YOUR USE OF THE SERVICE COMPLIES WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS.

5. Privacy

- 5.1. We collect and store the following details:
 - 5.1.2. Personal information provided during registration and creation of the user's account: name, email address, email token and phone number.
 - 5.1.3. Personal information regarding the use of our website and app - our website includes cookies and similar tracking technologies which collect data such as your IP addresses, session durations and web pages viewed.
- 5.2. We will use Your personal information in accordance with our privacy policy and cookie policy, both of them are available at: www.saymine.com.

6. Your Representations and Warranties

You represent and warrant that:

- 6.1. Your entering into this Agreement does not violate any applicable local, state, federal or international laws or industry standards, nor any other agreement to which You are a party;
- 6.2. You are not a competitor of MINE and You are not using the Service to engage in, or permit others to engage in competition with MINE;
- 6.3. You have obtained all permissions and consents required to allow MINE access to Your relevant mailbox and to obtain information for the purpose of performing the Service.

7. Feedback.

- 7.1. Per MINE's reasonable requests and on Customer's own initiative, Customer will provide MINE from time to time with feedbacks and notices about issues, discrepancies and ideas related to the Services (collectively: "Feedback"), which come to Customer's attention during the term of this Agreement. Customer hereby assigns to MINE all right, title and interest to the Feedback and all proprietary rights therein including without limitation any and all intellectual property rights.

8. Termination

- 8.1. This Agreement will apply until terminated by You or by Us, in accordance with the provisions below. Additionally, this Agreement will terminate when Your right to use the Service expires.
- 8.2. We may terminate this Agreement, including Your right to use the Service and Your rights under this Agreement, if: (i) You have materially breached this Agreement; (ii) You have non-materially breached this Agreement and have failed to cure the breach within fourteen (14) calendar days of Our electronic written notice to You; (iii) We are required to do so by law; (iv) We deem Your use of the Service to be fraudulent, abusive or harmful; or (v) if you fail to provide your consent to a modified version of this Agreement, under the terms of hereinunder.
- 8.3. You may terminate this Agreement at any time, by submitting an electronic written notice to Us at support@saymine.com. Such Termination will take effect twenty four (24) hours after We receive Your notice.
- 8.4. We may, at Our sole and absolute discretion, terminate this Agreement for any reason or for no reason at all, without providing prior notice.
- 8.5. Upon termination of this Agreement,

8.5.2. We will terminate Your access to the Service and permanently delete Your account. Upon termination of this Agreement, we may also permanently delete any data generated by or in connection with Your use of the Service;

8.5.3. You must cease any and all use of the Service.

8.6. Termination of this Agreement by Us will be in addition to, and not in lieu of, any equitable or other remedies available to Us.

8.7. Sections 4-6, 8.5-8.6, 11, 13-15 of this Agreement will survive termination of this Agreement.

9. Intellectual Property

All rights, title and interest, including copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Service, **including** computer code, graphic design, lay-out and the user interfaces of the Service, and all derivatives, improvements and variations thereof, are and will remain at all times, owned by, or licensed to Us. Other than what is expressly granted by this Agreement, this Agreement does not grant You any other rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions, licenses or content with respect to or in connection with the Service.

9.1. The Service and all elements thereof, including, its design, structure, capabilities, functionality, business practices, documentation, tutorials, presentations and training material, to the extent available to You, constitute MINE's confidential information. Accordingly, You will maintain in strict confidentiality any information regarding the Service, and will not have them disclosed, directly or indirectly to any third party.

10. Confidentiality

10.1. We will maintain strict confidentiality of Your data, including any data that We are exposed to on Your Gmail Account details, and any of Your business practices. We will not disclose or have Your data disclosed, directly or indirectly to any third party, or make copies of Your data, except as specifically required to provide You the Service.

10.2. Notwithstanding the foregoing, each party agrees that the other party may, wholly or partially disclose confidential information to the extent such disclosure is required in order to comply with a legal obligation including, orders, subpoenas, decrees or request prescribed by a competent judicial, administrative or regulatory authority.

11. DISCLAIMER OF WARRANTY

11.1. THE SERVICE IS PROVIDED HEREUNDER "**AS IS**" AND "**AS AVAILABLE**" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICE OR CLOUD STORAGE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, ACCURACY, COMPLETENESS CORRECTNESS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE OR PERFORMANCE OF SERVICE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY US FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF US WHATSOEVER.

12. LIMITATION OF LIABILITY

12.1. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, WE, INCLUDING OUR EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS, THIRD PARTY DATA PROVIDERS OR ANYONE ACTING ON OUR BEHALF, WILL NOT BE LIABLE FOR ANY, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY USE OF, OR THE INABILITY TO USE THE SERVICE, ANY DAMAGE TO OR LOSS OF DATA STORED ON CLOUD STORAGE, ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, ANY DENIAL OR CANCELLATION OF YOUR ACCOUNT, ANY FAULT OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON OUR BEHALF, ANY ERROR, INCOMPLETENESS, INCORRECTNESS OR INACCURACY OF LEADS, ANY RELIANCE BY YOU ON LEADS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, PROVIDED IT CAN BE AFFORDED WITHIN OUR REASONABLE EFFORT.

13. Governing Law and Jurisdiction

- 13.1. This Agreement, the Service and any claim, cause of action or dispute arising out of or related thereto, will be governed solely by the laws of the State of Israel, regardless of Your country of origin or where You access the Service, without giving effect to any conflicts of law principles, which would result in the application of the laws of a jurisdiction other than Israel.
- 13.2. Any dispute, claim or controversy arising out of, connected with or relating to this Agreement, the Service or any use related thereto, will be under the exclusive jurisdiction of the competent court in the Tel Aviv district in Israel.

14. Assignment of Rights

- 14.1. You may not assign or transfer any rights You have arising from this Agreement or in connection with the Service, without Our prior written consent. Any assignment or transfer of Your rights under this Agreement will be null and void.
- 14.2. You agree that in the event of a merger or acquisition of MINE with a third party, We may assign this Agreement and Our rights and obligations in relation to the Service, to that third party, provided that the third party undertakes Our obligations to You under this Agreement.

15. Complete Terms and Severability

- 15.1. This Agreement constitutes the entire and complete agreement between You and Us concerning any use of, or in connection with the Service.
- 15.2. If any provision of this Agreement is held invalid or unenforceable, that provision must be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining provisions will remain in full force and effect.

16. Modifications to These Terms

This Agreement is subject to modifications from time to time, provided that it is not Our intent that such modifications substantially affect the rights granted to You in this Agreement. In the event that We modify this Agreement, the updated Agreement will be posted on Our website at: <http://www.saymine.com/> and will be accessible via the logon window of Your User Account, at least thirty (30) calendar days before the updated Agreement takes effect. Before accessing the Service again, We will ask You to accept the updated Agreement. If You do not agree to the modified Agreement, then Your account and access to the Service will all be automatically terminated.

17. Contact Us

You may contact us with any question about the Service, through the channels listed on Our web site at: www.saymine.com. We will make our best efforts to address Your inquiry promptly.