



Terms of Use and Privacy Policy

SPREE TERMS OF USE These Terms of Use (the “Terms”), are a legal agreement by and between Spree Ltd. (“Spree”) and you (“you” or “user”) and govern your use of the Spree platform (the “Platform”). You acknowledge and agree that changes may be made to the Terms from time to time, including with respect to data and privacy. Your use of the Platform will be deemed acceptance of the Terms and your continued use of the Platform will be deemed acceptance of the Terms in accordance with any updates and/or changes made as of the date of use.

BACKGROUND: Spree provides Platform that applies specialized algorithms provide you with recommendations for interest-based audiences that can help you optimize your online marketing campaigns. By using the Platform you can generate a targeted advertising campaign on various social or marketing networks that uses real-time machine learning to adjust and refine your online social media advertising campaign continuously. The Terms governs your subscription to and use of the Platform. THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Services.** Subject to the terms and conditions hereof, you may use the Platform on a non-exclusive basis for the management of Internet advertising campaigns on social media such as Facebook and Instagram during the terms of these Terms.
- 2. Set-Up.** In order to make use the Platform you must sign up on the Spree website located at [http:// www.Spree.co](http://www.Spree.co) (the “Site”) by creating an account and provide Spree with certain information regarding the purpose and nature of the product you are advertising. You must then choose which of the various plans on offer on the Site you wish to subscribe. After completing the signup and subscription, users can create campaigns either from the Spree Site or from the social network ads management platform.
- 3. Fees and Payment.** Payment of any fees by you for use of the Platform must be made by you to Spree through a credit card. You have all responsibility for payment of such amounts. Fee amounts are dependent on the scope of the advertising campaign and in accordance with the plan chosen, all as specified on the Site. All amounts payable hereunder are exclusive of all applicable taxes and government charges, and you shall make payment to Spree free and clear of any such amounts. Amounts are due and payable in advance of each calendar month. Late payments shall bear interest at the rate of 18% per annum. Tax will be added to the sum.
- 4. Restrictions.** Except as set forth expressly herein, user shall not, and shall not permit any third party to (a) reverse engineer or attempt to find the underlying code or algorithms of, the Platform; (b) modify the Platform, or insert any code, algorithm or product, or in any other way

manipulate the Platform in any way that affects an end-user's experience; (c) use the Platform to provide services to any third party except as permitted herein, or (d) bypass any access control or security element of the Platform. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, you shall inform us in writing in each instance prior to engaging in the activities set forth above.

5. Intellectual Property. Except as may otherwise be agreed between the parties, as between the user and Spree, the user owns all right, title and interest in all Internet advertising (including any creative) used by the user for the purpose of an advertising campaign ("User Material"). Title to and ownership of and all proprietary rights in or related to the Platform and related data, documentation and algorithms, audience definitions and interests found by using Spree's technology and all enhancements, derivatives, bug fixes or improvements to the foregoing shall at all times remain with Spree or its licensors. You acknowledge that Spree is the sole and exclusive owner of all intellectual property rights in the new data it has found thanks to its technology, its Platform and related algorithms. Spree grants no rights in the Platform except as expressly set forth herein. Spree does not request your feedback regarding the Platform. Notwithstanding the foregoing, if you provide Spree with any feedback regarding the Platform, Spree shall not be subject to any non-disclosure or non-use obligations in respect of such feedback and can use the feedback on its website/social accounts/blog and press releases as it see fits.

6. User Material. User represents and warrants that all and any User Material (a) does not infringe the intellectual property rights of any third party, (b) does not contain any defamatory, libelous, obscene or otherwise offensive material, (c) complies with all applicable law and regulations, (d) does not collect or use the data of end users in any manner not clearly and accurately disclosed pursuant to a conspicuous privacy policy that complies with applicable law and regulations, and (e) does not contain any worms, viruses, spyware, adware or other malicious or intrusive software. _

7. Data. Spree collects users' name, email, company name, phone and company description. You are not required under law to provide us with this information, but you may not be able to register for our services if you do not provide such information. Spree also retains data concerning and arising from Internet advertising campaigns managed through the Platform which, to the best of Spree's knowledge, does not contain any information that should be deemed personally identifiable information. Spree may use such information and data for the purpose of improving the technology and Platform and related algorithms and other services offered by Spree, including the advertising campaigns. All such information and data shall be deemed the confidential information of the User and, except as set forth herein, Spree shall not disclose such information or data to any third party. Spree may disclose such information or data in order to comply with applicable law, regulation or court order or to cooperate with a law enforcement investigation, provided that to the extent permitted under applicable law Spree may use third parties to collect, store and process any of the foregoing data and such third parties may not be located in your jurisdiction.

8. By analyzing all information we receive, including all information concerning users, we may compile statistical information across a variety of users (“Statistical Information”). Statistical Information helps understand trends and user needs so that products and services can be tailored to user desires. Statistical Information does not indicate individuals’ identities, and we will not link Statistical Information to any personal information. We may share Statistical Information with our partners, without restriction, on commercial terms that we can determine in our sole discretion. We also use a tool called “Google Analytics” to collect information about the use of the Site and/or service. Google Analytics collects information such as how often users visit this Site, what pages they visit when they do so, and what other websites they used prior to coming to this Site. Google Analytics collects only the IP address assigned to you on the date you visit the Site, rather than your name or other identifying information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. We use the information we get from Google Analytics only to improve our Site, Platform and services. Google’s ability to use and share information collected by Google Analytics about your visits to this Site is restricted by the Google Analytics Terms of Use located at <http://www.google.com/analytics/terms/us.html> and the Google Privacy Policy located at <http://www.google.com/policies/privacy/>.

9. **Dashboard.** You may view certain analytics and reports concerning your recommended audiences and advertising campaign through the Spree Dashboard.

10. **Warranties and Disclaimers.** If the user is representing a third party company, the user represents and warrants that it is authorized to enter into these Terms and agree to all provisions hereof on behalf of such company. Spree represents and warrants that it will provide the Platform in a manner consistent with the documentation provided by Spree. Subject to the foregoing, Spree makes no warranty of any kind regarding the Platform, and Spree hereby expressly disclaims all implied and statutory warranties, including but not limited to, any implied warranty of merchantability, fitness for a particular purpose or non-infringement in respect of the Solution. Spree makes no warranty that the analysis and data provided or the advertising campaign generated by use of the Platform shall be at all effective or successful or more effective or successful than any alternative advertising campaigns. You are solely responsible for any action you may take based on information or analysis provided by the Platform. Spree may cease provision of use of the Platform at any time.

11. **Limitation of Liability.** In no event shall Spree, its directors, officers, employees, agents or shareholders, be liable to you or any third party for any damages, including but not limited to general, incidental, consequential, indirect, direct, special or punitive damages, arising out of or relating to the Platform and or data or the arrangements contemplated herein. In any case, Spree’s entire liability under any provision of the Terms shall not exceed in the aggregate 10% of the amount of payment actually received by Spree from you for our service preceding the applicable claim.

12. Term. The Terms shall come into effect on the earlier of the day on which payment is made by the user to Spree or the day on which the user begins to use the Platform and shall be renewed for a term of one month each month unless one of the parties terminates the Terms. Either party may terminate the Terms without cause at any time; however, such termination shall only come into effect at the end of the month and full payment shall be required until the date upon which termination occurs. User can terminate the Terms by not paying the fee for the next month and Spree can _ terminate the Terms by providing the user with written notice. Either party may terminate the Terms immediately if the other party commits a fundamental breach of the terms of the Terms. Upon any termination or expiration of the Terms, Spree will cease providing the Platform. Sections 3 through 18 of the Terms shall survive any expiration or termination thereof. To deactivate/terminate your account, please send an email to hello@spree.co or contact us as described in the Contact Us section on our website. We will keep your personal information only for as long as necessary to fulfill the purposes for which we are processing your personal information unless the law permits or requires us to retain your personal information for a longer period. For example, we may need to keep your personal data for quality assurance for our Platform or to defend future legal claims. We also will retain de-identified information after your account has been deleted. Information you have shared with others will remain visible after your account has been deactivated or deleted and after the information has been deleted from your own profile or account. We do not control information or content that others have copied out of our Platform. Please note that copies of information that you have updated, modified, or deleted may continue to reside in our systems for a period of time, and we may maintain copies of this information as part of our business records.

13. Publicity. Spree may disclose that the user is using the Platform, including by publishing the user's name and logo on the Site and on marketing materials.

14. Notices. Spree may provide the user with notice through the email address that the user has provided to Spree or otherwise to any physical address that the user has provided. The user shall provide all notices to Spree in writing to the email address provided by Spree as well as by first class mail.

15. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages, and upon the occurrence of any of the foregoing, the non-performing party will be excused from further performance of its obligations caused by such event for so long as the event continues.

16. Communication. An essential part of our services that you sign up for when you create an account on our Platform is to receive communications from us through email and our Platform. If

you use our email account or provide us with your cell phone number, these communications can also include text messages and push notifications. We communicate with you about your account, privacy, etc. We also ask for your feedback about your experience in connection with our Platform or about your marketing plans. In accordance with applicable law, we communicate to you tips, offers, and similar services and may feature professionals, sellers, and other businesses on our Platform in these communications. You may change your communication preferences at any time and you may also Please be aware that you cannot opt-out of receiving account and privacy-related messages from us.

17. Data security. We use reasonable and appropriate measures to protect your personal information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the personal information.

18. Updates to this Terms of Use and Privacy Policy. We may revise these Terms of Use and/or Privacy Policy from time to time. The most current version of our Terms of Use and/or Privacy Policy will govern our use of information about you. If we make material changes to our Terms of Use and/or Privacy Policy, we will notify you by email or by posting a notice on our Platform. By continuing to access or use our Platform after those changes become effective, you are subject to the revised Privacy Policy and/or Terms of Use .

19. Miscellaneous. The Terms represent the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements between the parties, whether written or oral, regarding the subject matter hereof. The Terms may not be modified or amended except in a writing executed by both parties. The Terms may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A waiver of any default hereunder or of any of the terms and conditions of the Terms shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. Spree may assign its rights or obligations pursuant to the Terms. User shall not assign any rights under the Terms; any attempted assignment shall be null and void and shall result in the termination of the Terms. If any part of the Terms shall be invalid or unenforceable, such part shall be interpreted to give the maximum force possible to such terms as possible under applicable law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of the Terms which shall remain in full force and effect. The Terms shall be governed by the laws of the State of Israel, and the competent courts in the city of Tel Aviv shall have exclusive jurisdiction to hear any disputes arising hereunder.