

Myamichi - Terms of Use

The MyAmichi Service (the "**MyAmichi Service**") is operated by MyAmichi Ltd., a company incorporated under the laws of the State of Israel ("we", "us" or "**MyAmichi**") and provided to you through the MyAmichi Platform (the "**Platform**"). The Platform is a unique, smart and innovative job placement platform, designed to assist you and potential employers ("**Employers**") in optimizing the job placement process by creating a new global recruitment workflow adapted for the needs of the modern workforce.

The MyAmichi Service is intended for use by people who are at least 18 years of age. If you are not over 18 years of age, please do not use the MyAmichi Service.

Please read carefully the following provisions of these terms of use ("**Terms of Use**") which will govern all use of the MyAmichi Service and the Platform. This is a legally binding agreement between you and MyAmichi regarding your access to the Platform and use of the MyAmichi Service. In order to use and/or register to the MyAmichi Service, you must first agree to these Terms of Use by clicking "Get Started" button. You may not use the MyAmichi Service if you do not indicate that you accept and agree to these Terms of Use by clicking the "Get Started" button. If, at any time, you do not agree to these Terms of Use, you must immediately logout from the Platform and terminate your use of the MyAmichi Service. These Terms of Use are subject to change, modification or replacement by MyAmichi at any time, at its sole discretion, effective upon notice on the Platform. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the MyAmichi Service following the posting of any changes to these Terms of Use, constitutes your acceptance of those changes. MyAmichi shall not be liable to you or to any third party for any modification, suspension or discontinuance of the MyAmichi Service or any portion thereof.

By Clicking "Get Started", in addition to having accepted these Terms of Use, you will also be considered to have read and accepted MyAmichi's Privacy Policy, which can be found at <https://www.myamichi.com/myamichi-privacy-policy.pdf>.

How Does It Work?

When seeking your "dream job", you want to find a position which is best suited to your skills and requirements. In order to use the MyAmichi Service and make a match between your needs and that of Employers, you will be asked to register for the MyAmichi Service (free of charge!) and create a detailed personalized profile, which shall include your name, place of residence, ways of communication, skills, past positions, job expectations and other information as may be required by the MyAmichi Service ("**Profile**" and "**Information**", respectively). While creating your Profile and in order to allow the MyAmichi Service to exhaust its full potential, we encourage you to provide accurate and complete Information, including by uploading an updated CV. In order to allow the MyAmichi Service to create the best matches for you, you should keep the Information accurate and updated at all times and you should make sure that the Information you type into the "Latest Position Description" field and "Introduction Letter" field, should not include any contact information and/or personally identifiable information, in order to allow the MyAmichi Service to properly provide you with your Matching Score (as defined below).

Employers seeking employees will also create a profile by posting vacant positions on the Platform, including all specific requirements for each such vacant position (each, a "**Vacant Position**").

Following the creation of your Profile: (i) MyAmichi Service's unique multi-dimensional algorithm will pinpoint for you the Vacant Positions with the highest matching score to your Profile ("**Matching Score**") and you will be able to review those Vacant Positions; and (ii) Employers will be able to review the Profile created by you. **However, at this point, the review by the Employer of your Profile will be made on a no-name basis and the Employer will not receive your contact information. At your discretion and if indicated by you while creating your Profile, the Employer may also not receive any other identifying details regarding your Profile, such as names of previous employers.**

After both you and the Employer confirmed mutual interest by sending a connection request to the other ("**Interested Employer**" and "**Connection Request**", respectively), the following will occur: (i) your Profile will become complete with all identifying details and information for the review of the Interested Employer; and (ii) you will be able to review all details of the Vacant Position posted by the Interested Employer. After identifying details

will be revealed to both parties, you will be able to proceed with the recruitment process through the various tools offered on the Platform, such as chat and video conference.

Your Information

By agreeing to these Terms of Use you hereby undertake that you do not and shall not: (i) create a false account by using false or another person's information; (ii) create more than one Profile; (iii) use accounts of any other Platform users; (iv) submit to the Platform any material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (v) post advertisements or solicitations of business; (vi) enter into the "Latest Position Description" and "Introduction Letter" fields any contact information and/or personally identifiable information; or (vii) use the MyAmichi Service for any purpose that is unlawful or otherwise prohibited by these Terms of Use.

You acknowledge and agree that you are solely responsible for your Information and that MyAmichi is not responsible to you or any third party in connection with the Information or any part thereof. By creating your Profile, you represent and warrant that you have the full right and authority to submit your Information to the Platform without any infringement of, or conflict with, the rights of any third party.

You agree to carefully safeguard and be solely responsible for maintaining the confidentiality of your user name and password and for restricting access to any device through which you access the MyAmichi Service in order to prevent unauthorized access to your account therein. You must notify MyAmichi immediately of any unauthorized use of your Profile or of any other breach of security, and you accept all risks of any unauthorized access to the MyAmichi Service. MyAmichi cannot and will not be liable for any loss of data or other damage arising from any failure by you to comply with these Terms of Use, including if someone else accesses your Profile or makes any other unauthorized use of your password, your Profile or performs any other breach of security.

MyAmichi reserves the right to authenticate and validate your Information through any social networks or other methods and to request any additional information as it may deem required, at its sole discretion. MyAmichi may also, at its sole discretion, refuse registration of any Profile.

License: Restrictions

Subject to these Terms of Use, you will have a non-exclusive, non-transferrable, non-sublicensable, limited, revocable right and license to access and use the MyAmichi Service solely for the purposes for which the MyAmichi Service is provided. This license is personal to you and you will not use the MyAmichi Service for any commercial purpose. The MyAmichi Service is owned and operated by MyAmichi and provided to you through the Platform without transferring ownership or title or any other right in or to the MyAmichi Service or any underlying technology, software or intellectual property of any kind. The MyAmichi Service is made available solely for use by you and only according to these Terms of Use. You shall not, nor permit anyone else to, directly or indirectly: (i) copy, modify, adapt, translate into any language, distribute, or create derivative works based on the MyAmichi Service or the Platform; (ii) sublicense, sublease, lease, lend, assign, sell, license, distribute, rent, export, re-export, use the MyAmichi Service or the Platform for timesharing or grant other rights in the MyAmichi Service or the Platform and any attempt by you to take any such action shall be void; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying ideas or concepts, underlying user interface techniques, or algorithms of the MyAmichi Service or the Platform or any part thereof by any means whatsoever; (iv) remove, obscure or alter any copyright and/or other proprietary notices contained on or in or otherwise connected to the MyAmichi Service or the Platform; (v) interfere with or violate other Platform users' right to privacy or harvest or collect any personally identifiable information, whether manually or through the use of any robot, spider, crawler or use other manual or automatic device, process or method to access the MyAmichi Service or the Platform and retrieve, index and/or data-mine information; (vi) sell, license, or exploit for any commercial purposes any use of or access to the MyAmichi Service or the Platform; or (vii) create a database by systematically downloading and storing all or any of the content from the MyAmichi Service or the Platform. As between the parties, MyAmichi shall own all title, ownership rights, and intellectual property rights in and to the MyAmichi Service and the Platform, and any copies or portions thereof.

All content included on the Platform, such as text, graphics, logos, button icons, images, data compilations, and software, and the compilation of all such content, is the sole and exclusive property of MyAmichi or its content suppliers (including, but not limited to, Employers) and protected by Israeli and international copyright laws.

To the extent you provide any suggestions, comments and/or feedbacks to MyAmichi ("**Suggestions**"), MyAmichi shall have an exclusive, royalty-free, worldwide, perpetual and irrevocable license to incorporate the Suggestions into the MyAmichi Service at any time and use same for any purpose all without any compensation to you and without need of your further approval.

By registering to the MyAmichi Service and creating your Profile, you hereby grant to MyAmichi a perpetual, non-exclusive, royalty-free, sub-licensable through multiple levels of sub-licensees and worldwide license to use your Information for the purpose for which the MyAmichi Service is intended, including without limitation, to share your Information with any Interested Employer following your approval of a Connection Request by any Interested Employer.

Third Parties

The MyAmichi Service refers you to and contains Vacant Positions and other information owned and controlled by Employers ("**Employers' Content**"). Website access, Vacant Positions and other Employers' Content made available to you by or through the MyAmichi Service, are made and offered to you directly by the applicable Employer and MyAmichi is not and shall not be liable for any such Employers' Content and does not endorse any Vacant Positions or bound by any Employers' Content in any way whatsoever.

MyAmichi is not responsible for the performance or non-performance of any Employer and does not have any control over or responsibility for any Vacant Positions made available by any Employer or to whether such Employer can or will provide the Vacant Position offered.

It is hereby clarified that MyAmichi is not and shall not be a party to any dealings, agreements and/or disputes between you and any Employer ("**Dealings**") arising out of or in connection with the use of the MyAmichi Service and it disclaims all liability in connection with any Dealings. To the fullest extent permitted by law, you release us and anyone on our behalf from all liability arising out of or in connection with any Dealings with Employers. You agree that MyAmichi shall not be liable for any loss or damage of any kind incurred by you as a result of any of your Dealings with Employers made by your use of the MyAmichi Service or otherwise.

Your Liability

You are and shall be solely liable for all of your activity in connection with the MyAmichi Service or Platform.

Fees

Although at this stage, the use of the MyAmichi Service is made available to you free of charge, MyAmichi reserves the right to change its pricing policy and/or business model and to institute fees at any time, prior notice of which will be posted on the Platform.

Warranty Disclaimer

The Platform is provided on an "as is" and "as available" basis and MyAmichi, including its officers, directors, shareholders, agents, consultants, employees, affiliates and licensors, disclaim to the fullest extent permitted by law any warranties of any kind, either express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose or non-infringement. MyAmichi makes no representations or warranties: (i) that the MyAmichi Service and the Platform are or will be secure, timely, accurate, complete, uninterrupted, without errors or free of viruses or other harmful components; (ii) that the results of using the MyAmichi Service will meet your requirements or expectations and specifically, that the use of the MyAmichi Service will result in obtaining you any job offers, Matching Scores or employment; or (iii) regarding the accuracy or validity of any Matching Scores. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

We cannot guarantee that the MyAmichi Service will be fault-free, and if a fault occurs in the MyAmichi Service, please report it to support@myamichi.com and we will attempt to correct the fault as soon as we reasonably can.

Limitation of Liability

If we are in breach of these Terms of Use, we will only be responsible for any direct losses that you suffer as a direct result and to the extent that they are a foreseeable consequence to both of us at the time of your use of the MyAmichi Service. However, notwithstanding the preceding sentence, neither MyAmichi nor anyone else on its behalf shall in any event be liable for any of the following, in relation to a breach of these Terms of Use or your use

of or inability to use the MyAmichi Service: (i) any losses such as lost profits or earnings, loss of data, or any special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, even if foreseeable; (ii) any damages whatsoever, whether direct, indirect, incidental or consequential, even if foreseeable, arising out of or in connection with false identification or the submissions of any false Information; (iii) any bugs, viruses, Trojan horses, or the like (regardless of the source of origination); or (iv) for any direct damages in excess of (in the aggregate) NIS 1,000.

In the event that applicable law limits the above limitations or exclusions of our liability, the maximum amount of limitations allowed under applicable law shall be applied. All disclaimers, limitations of warranties and damages herein or otherwise existing at law (i) are of the essence of these Terms of Use, and (ii) survive any termination, expiration or rescission of these Terms of Use.

Termination and/or Suspension of Your Profile

You agree that MyAmichi may terminate your access to the MyAmichi Service at any time, with or without cause. Without limiting the generality of the foregoing, MyAmichi may terminate your use of the MyAmichi Service and/or suspend your Profile if MyAmichi believes, at its sole discretion, that one (or more) of the following events have occurred: (i) there is a threat to the security or the integrity of your Profile, our network or our servers; (ii) you have violated these Terms of Use; and/or (iii) MyAmichi is required by law to do so. Upon termination, you may no longer access (or attempt to access) the MyAmichi Service. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers and limitations of liability.

You may terminate your use of the MyAmichi Service at any time by sending an email to support@myamichi.com, following which MyAmichi will deactivate your Profile.

Miscellaneous

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. MyAmichi shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond MyAmichi's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any term of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable or sublicensable by you and the use of the MyAmichi Service is personal and you may not authorize others to use your account or to access your Profile, and you may not assign or otherwise transfer your account to any other person or entity. MyAmichi may transfer, assign or delegate these Terms of Use and its rights and obligations hereunder without consent and/or notice. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Israel, and the parties submit to the exclusive jurisdiction and venue of the courts located in Tel Aviv, Israel.
