

MyAmichi - Terms of Use for Potential Employers

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 through the MyAmichi Platform (the "**Platform**"). The Platform is a unique, smart and innovative job placement platform, designed to assist individuals ("**Candidates**") and potential employers ("you" or a "**Potential Employer**") through their designated and authorized employees, in optimizing the job placement process by creating a new global recruitment workflow adapted for the needs of the modern workforce.

You should 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 by Potential Employers. This is a legally binding agreement between you as a Potential Employer 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. A Potential Employer may not use the MyAmichi Service if it does not indicate that it accepts and agrees 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 (subject to settling any unpaid Connection Fees (as defined below) due to MyAmichi, if any). 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 as a Potential Employer or to any third party for any modification, suspension or discontinuance of the MyAmichi Service or any portion thereof.

In addition, by clicking "Get Started" button, the Potential Employer hereby represents that the persons engaging the MyAmichi Service on the Potential Employer's behalf, possess and shall continue to possess, throughout the term of use of the MyAmichi Service, the legal authority to: (i) enter into these Terms of Use and use the MyAmichi Service on behalf of the Potential Employer; and (ii) bind the Potential Employer under these Terms of Use, including with respect to the Connection Fee. MyAmichi shall not be responsible to verify such authorization, shall rely entirely on the Potential Employer's representation herein and shall not be liable to Potential Employer or any third party for any damage or expenses incurred by the Potential Employer as result of a breach of this representation by the Potential Employer.

How Does It Work?

Potential Employers seeking employees for vacant positions will register for the MyAmichi Service and: (i) create a Potential Employer's profile which shall include its, name, address, ways of communication, names of authorized personnel, means of payment, billing details and other information as may be required by the MyAmichi Service ("**Potential Employer's Profile**"); and (ii) post vacant positions on the Platform, including all specific requirements for each such vacant position (each, a "**Vacant Position**") (the Potential Employer's Profile, Vacant Positions and any additional content uploaded by the Potential Employer to the Platform shall be referred to as the "**Information**"). While posting Vacant Positions and in order to allow the MyAmichi Service to exhaust its full potential, we encourage Potential Employers to provide accurate and complete requirements for Candidates by filling out all the fields and criteria as suggested by the Platform however, please do not enter any contact details into either of the "Company Description" or "Position Details" fields, in order to allow the MyAmichi Service to properly operate.

Candidates seeking Vacant Positions will also create their profiles by posting their relevant information on the Platform (each, a "**Candidate Profile**").

Following your registration on the Platform as a Potential Employer and creation by you of a Vacant Position: (i) MyAmichi Service's unique multi-dimensional algorithm will pinpoint Candidate Profiles with the highest matching score to the Vacant Position you created (a "**Matching Score**") and you will be able to review those Candidate Profiles; and (ii) Candidates will be able to review the Vacant Position you created. However, at this point, the review by you of Candidate Profiles will be made on a no-name basis, i.e. you will not receive the Candidates' contact information, and the Vacant Position reviewed by the Candidates will not include the name and contact details of your contact personnel (the SR and/or OR as such terms are defined below). In addition, at each

Candidate's discretion, the Candidate Profile might not include, at this stage, other identifying details regarding the Candidate, such as names of previous employers.

If you are interested in going forward and contacting any Candidate identified to you by the MyAmichi Service, you will send a connection request which will be referred to the Candidate (a "**Connection Request**"). Upon the approval of your Connection Request by the Candidate (an "**Interested Candidate**"), the following will occur: (i) all details and information of the Interested Candidate will be revealed to you (ii) all details and information of the Vacant Position you created will be revealed to the Interested Candidate, including the identifying details of your relevant personnel (SR and/or OR); and (iii) we will charge you a Connection Fee (as defined below). After all details are revealed to both parties, you will be able to proceed with the recruitment process of the Interested Candidate through the various tools offered on the Platform, such as chat and video conference.

When a Potential Employer registers to the MyAmichi Service, the Platform will allow one person acting on behalf of the Potential Employer to register as a Super Recruiter ("**SR**"), and the SR will be able to nominate Operational Recruiters ("**OR**") and to authorize their rights of use of the MyAmichi Service, such as limit the number of Connection Requests each OR can send and/or confirm.

Potential Employer's Information

By agreeing to these Terms of Use, Potential Employer hereby undertakes that it does not and shall not: (i) create a false account by using false information or information of any other company or person; (ii) create more than one Potential Employer's 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 any contact details into either of the "Company Description" or "Position Details" fields; or (vii) use the MyAmichi Service for any purpose that is unlawful or otherwise prohibited by these Terms of Use. By agreeing to these Terms of Use, Potential Employer hereby further undertakes to remove from the Platform as soon as practicable any Vacant Positions which are no longer vacant.

The Potential Employer acknowledges and agrees that it is solely responsible for its Information and that MyAmichi is not responsible to Potential Employer or any third party in connection with Information or any part thereof. By creating the Potential Employer's Profile, the Potential Employer represents and warrants that it has the full right and authority to submit the Information to the Platform without any infringement of, or conflict with, the rights of any third party.

The Potential Employer agrees to carefully safeguard and be solely responsible for maintaining the confidentiality of its user name and password and for restricting access to any device through which its personnel access the MyAmichi Service in order to prevent unauthorized access to Potential Employer's account. The Potential Employer must notify MyAmichi immediately of any unauthorized use of Potential Employer's Profile or of any other breach of security, and it accepts 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 Potential Employer to comply with these Terms of Use, including if someone else accesses Potential Employer's Profile or makes any other unauthorized use of its password, Potential Employer's Profile or performs any other breach of security.

MyAmichi reserves the right to authenticate and validate a Potential Employer's 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 Potential Employer's Profile.

In addition to the Information, MyAmichi may also collect and retain: (i) certain information (including without limitation content of chat communications, copies of video conferences in which the Potential Employer participated, details regarding duration of calls, etc.); and (ii) any publicly available information concerning the Potential Employer.

License: Restrictions

Subject to these Terms of Use, you as a Potential Employer 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 as a Potential Employer 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 or anyone on your behalf 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 and protected by Israeli and international copyright laws. The foregoing does not derogate from Potential Employer's title and ownership rights in and to the Potential Employer's IP, as set forth below.

To the extent you or anyone on your behalf 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 or to anyone on your behalf and without need of your further approval.

By registering to the MyAmichi Service and creating your Potential Employer's Profile, you hereby grant to MyAmichi a perpetual, non-exclusive, royalty-free, sub-licensable through multiple levels of sub-licensees and worldwide license to: (i) use your Information for the purpose for which the MyAmichi Service is intended, including without limitation, to share your Information with any Interested Candidate following your approval of a Connection Request by any Interested Candidate; and (ii) use your name, trade name and logos ("**Potential Employer's IP**") for the promotion and marketing of the MyAmichi Services, by including the Potential Employer's IP in the Platform and MyAmichi's promotional materials and otherwise as may be used by MyAmichi. As between the parties, you shall own all title, ownership rights and intellectual property rights in and to the Potential Employer's IP, and any copies or portions thereof.

Third Parties

The MyAmichi Service refers you to and contains Candidate Profiles and other information owned and controlled by Candidates ("**Candidates' Content**"). Candidate Profiles and other Candidates' Content made available to you as a Potential Employer by or through the MyAmichi Service, are made and offered to you directly by the applicable Candidate and MyAmichi is not and shall not be liable for any such Candidates' Content and does not: (i) conduct verification or criminal background checks with respect to Candidate's Content; or (ii) inquire into the background of any Candidate or attempt to verify the statements or other factual information in Candidates' Content; or (iii) endorse any Candidate Profile or is bound by any Candidates' Content in any way whatsoever.

MyAmichi is not responsible for the performance or non-performance of any Candidate and does not have any control over or responsibility for any Candidate Profile made available by any Candidate.

It is hereby clarified that MyAmichi is not and shall not be a party to any dealings, agreements and/or disputes between you as a Potential Employer and any Candidate ("**Dealings**") arising out of or in connection with the use of the MyAmichi Service, and MyAmichi 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 Candidates. You agree that MyAmichi shall not be liable for any loss or damage of any kind incurred

by you or anyone on your behalf as a result of any of your Dealings with Candidates, use of the MyAmichi Service or otherwise.

Potential Employer's Liability: Indemnification

You as a Potential Employer are and shall be solely liable for all of your activities in connection with the MyAmichi Service and the Platform. You shall defend, indemnify, and hold harmless MyAmichi, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives and other users of the Platform (the "**Indemnified Parties**") from all damages, liabilities, claims, actions and expenses, including reasonable attorneys' fees incurred by the Indemnified Parties, in connection with or arising out of your: (i) access to, use or misuse of the Platform, or (ii) violation or breach of any term of these Terms of Use or any applicable law or regulation, whether or not referenced herein ; (iii) violation of any rights of any third party; or (iv) any communication transmitted by you or for you via the Platform. MyAmichi reserves the right (but shall not be obligated), at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify any of the Indemnified Parties, and you agree to cooperate with MyAmichi's defense of these claims. Whether MyAmichi has assumed the defense or not, you agree not to settle any matter without the prior written consent of the applicable Indemnified Party.

You shall be solely liable and responsible for your SR's and OR's, and other personnel's, compliance with any of the provisions of these Terms of Use and for their acts and omissions. You shall indemnify the Indemnified Parties on demand for any act or omission of any of your SR or OR or other personnel.

Connection Fee

After the registration to the MyAmichi Service and uploading of Vacant Positions to the Platform, you will be able to send and receive Connection Requests to and from Candidates. When any Connection Request is confirmed by both parties (i.e. you as the Potential Employer and the relevant Candidate) and the full details of each party are revealed to the other party as described above, we will charge you a one-time fee of US-\$10 (ten United States dollars) for such Connection Request (the "**Connection Fee**"). The Connection Fee will be paid in New Israeli Shekels, based on the exchange rate on the day of payment, plus VAT (as applicable). The Connection Fees due to us will be paid monthly or per each confirmed Connection Request, as you shall instruct us. You are responsible for timely payment of the Connection Fees to us and for keeping your billing information current including expiration dates, billing address, etc. Your billing information will be kept by MyAmichi's payment solution provider and secured according to the highest industry standards.

MyAmichi will monitor the number of Connection Requests sent or confirmed by you through your SR and/or OR (as such may be authorized by your SR) and invoice you accordingly. MyAmichi's records shall be binding and conclusive.

MyAmichi reserves the right to change its pricing policy and/or business model and to change fees at any time, subject to posting appropriate advance notice 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 Potential Employer's requirements or expectations and specifically, that any Candidate will meet Potential Employer's requirements or accept Potential Employer's job offer or that the use of the MyAmichi Service will result in hiring any Interested Candidate; 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 as a Potential Employer suffer as a direct result and to the extent that they are a foreseeable consequence to both you and 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) the Connection Fees paid by Potential Employer in the twelve (12) months immediately preceding the claim.

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 Potential Employer's 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 Potential Employer's 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 Potential Employer's Profile, our network or our servers; (ii) you have violated these Terms of Use; (iii) any Connection Fees due from you are not timely paid; or (iv) MyAmichi is required by law to do so. Upon termination, you or anyone on your behalf 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.

Subject to settlement of all outstanding Connection Fees, 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 Potential Employer's 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 other potential employers to use your account or to access your Potential Employer's 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.
