

# Terms of Service

Last edited: August 1, 2014

THIS SERVICE PROVIDER AGREEMENT (the “**Agreement**”) describes and regulates a valid and binding agreement between VSP GROUP and any entity (the “**Customer**” or “**you**”) registered on the website or using any of our services, the subject of which is the provision of VSP GROUP services and the use of our website (hereinafter - services), as well as the rights and obligations of the Customer and VSP GROUP.

By using our services, or getting access to them, you are deemed to have read and fully agreed with this Agreement and all of its terms and conditions.

## **1. TERMS AND DEFINITIONS**

The following terms shall be used hereinafter:

<b>WEBSITE</b>	the website that we own and operate located at <a href="http://vspstats.com/">http://vspstats.com/</a> including any page, part or element thereof.
<b>LEGISLATION</b>	shall mean any current (now or in future) primary and/or secondary regulation (statutory or non-statutory (common or individual administrative)) act, which affects any of the Parties (and/or their activity) and/or parties’ services.
<b>SERVICE</b>	shall mean any service, product, goods, downloads, content, program or website that we may provide from time to time.
<b>WE, US, OUR, VSP</b>	VSP Group Ltd., registration number 514674266, a company incorporated under the laws of Israel, and having its principal place at 1 HaMalaha str., Yokneam, Israel (Postal address: P.O.B. 25121, Haifa, 31250 Israel), and includes our successors in title and/or assigns and/or affiliates and/or authorized representative.
<b>YOU AND YOUR, CUSTOMER</b>	shall mean any entity that registers for, or uses any of our services.

## **2. CUSTOMER’S OBLIGATIONS**

2.1 When you use our services, you agree to not make any misconduct or misrepresentation including (without limitation) the following misrepresentation:

- 2.1.1 deceive, mislead, defraud or otherwise make misrepresentations to any person regarding any fact or circumstance;
- 2.1.2 impersonate or attempt to impersonate or otherwise misrepresent your identity to any person or entity for whatever purpose;

- 2.1.3 falsely state or otherwise misrepresent your affiliation with a person or entity;
- 2.2 You shall not do anything which does or may:
  - 2.2.1 damage, impair, overburden or disable any system of any person (including us) using our Service;
  - 2.2.2 interfere with another user's use and enjoyment of the service or of similar services;
  - 2.2.3 interfere with or disrupt our services, servers or networks connected to our services, or violate any requirements, procedures, policies, codes of conduct or regulations of VSP, any other networks or third parties;
  - 2.2.4 compromise or tamper with the security of our or any other party's software, hardware, systems, networks or services;
  - 2.2.5 violate the rights or harm minors in any way;
- 2.3 You shall not make the following acts:
  - 2.3.1 access any of our services or any similar service or account of any third party without authorization or through hacking, password brute forcing or any other means;
  - 2.3.2 perform intentionally or unintentionally any illegal activities including (without limitation) violating any applicable local, state, national or international law or rules of any national or other securities exchange, and any regulations having the force of law, including (without limitation) promoting or facilitating access to, use of or sale of dangerous substances or devices;
  - 2.3.3 facilitate or encourage any violations of this Agreement.
- 2.4 For all services provided to you by VSP, you must only use the services in accordance with our terms for lawful purposes in accordance with all applicable local, national and international laws and regulations, social, moral and ethical norms including those that are considered by VSP GROUP and for the purposes for which they are designed.
- 2.5 While using VSP services, you agree to provide true, accurate, current and complete information about yourself in registration form and keep on updating the information to keep it true, accurate, current and complete. Assuming you provide false details or in case we have serious doubts about the information provided by you being false, inaccurate, incurrent and incomplete, we reserves the right to refuse any and all current or future use of our services; or to request personal details such as copy of your passport and actual proof of place of residence.

### **3. TERMS AND TERMINATION**

#### *Duration (Term)*

- 3.1 Duration period of this Agreement shall commence by the actual use of services on <http://vspstats.com/> website or domains leading to this website, and is ended at the moment of the Agreement termination or suspension.

### Modifications of terms

- 3.2 We reserve the right to modify any or all of the terms or the services including (without limitation) our trade policy and tariffs, at any time with or without a prior written notice (depending on the severity of the changes).
- 3.3 Any changes will become effective immediately upon publishing them on <http://vspstats.com/> website. These terms may also be modified by separate agreement between you and VSP.
- 3.4 You must check the VSP website and the terms regularly for changes. For your convenience, the date of last revision may be included at the top of this Agreement.
- 3.5 By continuing to use our services after we make the changes, you agree to be bound by the changed terms and charges.
- 3.6 If you disagree with the changed terms or charges of this Agreement or its updates, you may send us a claim. Consideration of the claims is in accordance with the VSP GROUP's general procedure of claims review.

### Termination and Suspension

- 3.7 We shall be entitled to terminate the collaboration with you, limit your access to or suspend your account or access to part or to all of our services, at any time without any notice in the following cases (without limitation):
  - 3.7.1 a breach of any clause of this Agreement;
  - 3.7.2 infringement of the applicable legislation or third party's rights;
  - 3.7.3 your misconduct complying with Agreement's essence;
  - 3.7.4 remedial or preventative maintenance or improvement;
  - 3.7.5 unexpected technical or security issues or problems;
  - 3.7.6 third parties that are part of our services performance process change, suspend or stop providing their services;
  - 3.7.7 requests by law enforcement or other government agencies.

## **4. PRIVACY POLICY**

- 4.1 Within our service functionality we shall undertake to respect your information confidentiality and we will take all necessary measures to protect from accessing, editing, disclosing or terminating any of your personal information or account details.
- 4.2 You understand and acknowledge that we may access, preserve and disclose your personal information or your contents if required to do so by legislation or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
  - 4.2.1 comply with legal process;
  - 4.2.2 enforce this agreement;

- 4.2.3 respond to your requests for technical service;
  - 4.2.4 enable the third parties and us to provide the services to you;
  - 4.2.5 protect the rights, property or personal safety of VSP, its users and the public;
  - 4.2.6 for inspection, study and analysis of such information in order to maintain and improve our services and website's features, as well as to develop new services and website's features.
- 4.3 You understand, agree and give us the right to send you communications of any updates, upgrades, notices, administrative messages or other information that we deem important for you to know, relating to the service. Such communications are considered part of our service and shall not constitute spam. You may ask us to stop providing you with such communications.

## **5. LIMITATION OF LIABILITY, GUARANTIES AND INDEMNITY**

### *VSP's Limited Liability and Guaranties*

- 5.1 We shall be liable to you for timely and proper organization of our Service.
- 5.2 For the avoidance of doubt, under no circumstances we will be liable to you or any third parties for any content used or posted/transmitted through our services or otherwise made available via our services including (without limitation):
- 5.2.1 the concept and format of the statistics, media support and advertisements;
  - 5.2.2 accuracy, integrity and quality of the information on the Website;
  - 5.2.3 errors or omissions in any content or information on the Website;
  - 5.2.4 availability of any site in case the content includes a hyperlink;
  - 5.2.5 any loss or damage of any kind incurred as a result of the use of our Service.
- 5.3 We shall not be responsible or liable to you or to any third party for the following matters:
- 5.3.1 timeliness, deletion, mis-delivery or failure to store any information regarding your personalization settings or use of our services;
  - 5.3.2 any unauthorized or unlawful access to your account or disclosure of any of your personal information by third parties, including (without limitation) hacking, website hijacking, corporate spying, etc.;
  - 5.3.3 any modification, suspension, interruption or discontinuance of our services or;
  - 5.3.4 constant, fault free access to VSP services that we provide "as is" and "as available" and don't warrant, represent or guarantee, whether expressly or by implication, that any service is free of errors or interruptions, always available, fit for any purpose, secure or does not infringe any third party rights;
  - 5.3.5 VSP service compatibility with your data, programs, configurations, and additional hardware and software resources. Particularly, we shall not be liable for your or any third party loss of business or profits, disruptions, delays or failures following the integration progress or failure of the same;
  - 5.3.6 any disputes and controversies between you and VSP's or other end-users or YouTube;
  - 5.3.7 any trading or investment decisions or damages as a result from these decisions,

- based on this Agreement or use of our services or in connection with our services, even if we have been advised of the possibility of such damages;
- 5.3.8 checking if you have all the exclusive licenses of the content posted by you. You shall provide us with such licenses immediately on our request.
- 5.3.9 fraudulent or illegal activities in respect of Productions and/or advertising displayed on them, which may affect the value of the advertising or the amount of remuneration payable to the Customer.
- 5.4 Access to our services, as well as statistics information depends on various technical necessities (such as functionality of websites, the Internet etc.), which partially beyond our powers of influence or scope of activities. If service is not available in such a case, we shall not be held responsible.
- 5.5 We do not warrant that our services will meet your requirements and will be uninterrupted, timely, secure or error-free, and that the results of using our services will be accurate, reliable, and the quality of any products, information, and other things made using our services, will meet Customer's expectations, and that all errors in our programs will be corrected;
- 5.6 Any information and/or advice whether oral or written, obtained by you from our services or software, offered by us shall not in any case be considered as a guarantee, and should be taken as advice only.

### Indemnity

- 5.7 You shall defend and hold, us and our affiliates, employees, officers, partners, shareholders, agents and service providers harmless from any claim or demand, against all third party claims, damages and legal costs howsoever arising from or relating to your use of a service and/or your breach of these terms.
- 5.8 You expressly understand and agree that neither we nor our affiliates, officers, employees, shareholders, partners, agents or service providers are liable to you or any third party for any punitive, indirect, incidental, special, consequential or exemplary damages suffered by you or a third party howsoever arising, resulting from:
- 5.8.1 our negligence, or the negligence of our affiliates, employees, shareholders, agents or service providers;
- 5.8.2 your use of our service;
- 5.8.3 any interruption of, or error in the service;
- 5.8.4 the cost of goods and services purchased according to advertisements;
- 5.8.5 disclosure, unauthorized access to or alteration of your reports, content or personal information;
- 5.8.6 statements or conduct of any third party using our service;
- 5.8.7 our failure to fulfill our obligations as a result of uncontrollable events;
- 5.8.8 incorrect information, submitted by you, including (without limitation) identification data for the entity, banking or payment information, etc.;
- 5.8.9 any other matter relating to our service.

This provision shall remain in force after total or partial expiration, termination, destruction, deterioration or declaration of nullity of the Agreement by a competent court.

## **6. CONFIDENTIAL INFORMATION AND PROPERTY RIGHTS**

- 6.1 You agree that all of VSP intellectual property and copyright to the services, the systems that provide the services and downloads including (without limitation) trademarks, trade names, service marks and other VSP logos and brand features, and product or service names are trademarks and the property of VSP Group Ltd. and shall not be used or displayed without our prior permission;
- 6.2 The reproduction, duplication, distribution, publication, modification, copying or translation of any of the material received from us or contained on <http://vspstats.com/> to for commercial purposes without the express authorization of VSP is strictly prohibited.
- 6.3 All information and data of technical, production, creative (copyright) and commercial character which becomes known and available to you in connection with the use of our services shall be deemed confidential and shall not be disclosed or transferred to any third parties or used for any purposes out of the scope of this Agreement, without our consent.
- 6.4 You further acknowledge and agree that content contained in advertisements or information presented to you through our services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law, this Agreement or as authorized by VSP GROUP or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on our services, such content or a software, in whole or in part.

## **7. GOVERNING LAW AND DISPUTES SETTLEMENT**

- 7.1 This Agreement shall in all respects be governed by and construed in accordance with the laws of Israel, without regard to its conflict of law provisions. Terms and conditions which are not included in the Agreement, but connected with the subject hereof shall be regulated in accordance with effective legislation of Israel.
- 7.2 Any and all claims, causes of action or disputes arising out of or relating to the Agreement and subsequent agreements, or the relationship between you and VSP, which cannot be settled amicably, shall be settled in accordance with rules of conciliation and arbitration of the International Chamber of Commerce, Paris, France (latest revised edition). Proceedings of arbitration shall be held at a court of the International Chamber of Commerce, in a place decided by the ICC, in accordance with the legislation of Israel. One or more arbitrators shall be appointed in accordance with the ICC code of Practice. Judgment upon the award shall be binding upon the parties. Proceedings will be administered in the English language or in the language specified by the ICC.