

Tpoint

Terms of Use

RECENTLY UPDATED: MAY 2019

These terms of use (the "**Terms**") govern your relationship with Tpoint Squash Club Ltd. and its affiliates (collectively "**Tpoint**" or "**we**") and set forth the terms and conditions under which Tpoint makes available its mobile device application (the "**App**"), website (the "**Website**", and together with the App, the "**Platform**") and the services available through the Platform or otherwise provided by Tpoint (the "**Services**"), to each person (the "**User**" or "**you**") accessing or using the Platform and/or the Services.

By using the Services and/or accessing the Platform, you hereby agree to be bound by these Terms as may be amended from time to time. Please read these Terms carefully before accessing and/or using the Platform and/or the Services and visit this page regularly for updates and changes. If you do not agree to be bound by these Terms, you should remove the Platform from your device and discontinue any use of the Services. As long as you do not cease using the Platform and the Services, you will be conclusively deemed to have accepted these Terms.

Please note that the Platform may include links to third party advertisements, services and products, which are subject to different terms and conditions, and you should review such terms prior to using any such service. Tpoint does not endorse or recommend the engagement with any third party service or product presented on the Platform.

For information on how we collect, use and share personal data, please see our privacy notice, available at: www.tpoint.club. **The privacy notice is an integral part of our Terms. You may not use the Platform or Services if you disagree with the provisions of the privacy notice.**

1. **THE SERVICES**

- 1.1. Tpoint operates the Platform and Services to provide its Users with a mobile application enabling the Users to engage with the local municipality, which offers the use of squash courts and operates them (the "**Courts**"), in accordance and subject to these Terms. It is hereby clarified that Tpoint shall solely act as the technological provider of the Platform and Services in order to connect and enable your use of the Courts operated by the local municipality.
- 1.2. The Platform enables its Users, among other things, to order the Courts, unlock and lock the gate to the Court, pay the fees for such use and interact with other Users using the Platform.
- 1.3. Please note that as squash games are conducted in the physical world, they are also subject to additional terms and limitations as related to Users conduct in the court, which will not be necessarily included herein, and which Tpoint is not and will not be liable or responsible for.

2. **REGISTRATION**

- 2.1. In order to use the Platform and Services, you will be requested to register and create an account on the Platform (the "**Account**"), and provide certain information, such as name, email address, etc. You may also register using your Facebook or Google account.
- 2.2. By registering to the Platform, you warrant and represent that any information provided by you at the time of the registration and afterwards, including your identity, is valid, truthful, complete and accurate, and you agree to ensure that such information is kept up to date. You will not use false identity, impersonate any other person or use a name that is not yours to use.
- 2.3. You are entirely responsible for maintaining the confidentiality of your login credentials, namely your username and password. You agree and undertake not to use the login credentials of another

User at any time, or to disclose your login credentials to any other User or other third party. You are responsible for all activities that occur through your Account. You agree to notify us immediately if you suspect any unauthorized use of your login credentials or your Account.

- 2.4. You acknowledge and agree that you are solely responsible for any use of your account and all activities occurring in connection with the use of your account.
- 2.5. Tpoint may, in its sole discretion, refuse to offer access to the Platform and Services to any User, and change its eligibility criteria at any time. Tpoint may terminate your account immediately and without prior notice if you do not comply with these Terms or if we believe your participation or use of the Platform or Services does not comply with any applicable laws.

3. **OWNERSHIP**

- 3.1. Any content or information displayed, available or presented on the Platform and/or Services, which is not User Content (as defined below), including, without limitation, any of Tpoint's logos, trademarks, graphics, designs, information, software, texts, images, data and any other materials, are the copyrighted and/or trademarked work of Tpoint and/or Tpoint's affiliates and/or licensors.
- 3.2. Except for User Content, Tpoint retains all rights, including any and all intellectual property rights in all the content provided on and through the Platform and/or Services, which is protected by applicable intellectual property laws. Except as expressly permitted in these Terms, you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the content provided on and through the Platform and/or Services in any manner.

4. **USER CONTENT**

- 4.1. A User is solely responsible for any content uploaded, submitted, transmitted, distributed, posted, delivered or shared through the Platform by such User, including without limitation any audio file, text, images, information, photographs, graphics, videos or other messages or information (collectively, "**User Content**"), and for the consequences of distributing, posting or publishing it through the Platform.
- 4.2. Without derogating from the above, by uploading any User Content to the Platform, you hereby represent and warrant that your User Content (i) does not infringe any third party's rights, including any privacy rights, patent, trademark, trade secret, copyright, or other intellectual property right of any party; (ii) is not unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libelous, vulgar, obscene, offensive, indecent, invasive of another's privacy, promotes any unlawful activities such as gambling and/or pornography, hateful, or racially, ethnically or otherwise objectionable; (iii) if includes other individuals, was approved by them to be uploaded prior your share of such content; and (iv) shall not include any information (including pictures and/or videos) of people under the age of 16.
- 4.3. Any User Content you publish or share through the Platform will be viewed/heard by other Users, and is deemed non-confidential. Tpoint shall not be responsible for any personal or other content you choose to submit or share through the Platform, and you are solely responsible to protect your and others privacy by what you decide to publicly share with others through the Platform. You should share User Content with discretion and only in accordance with these Terms.
- 4.4. While Tpoint does not retain ownership of any User Content, by uploading or sharing any User Content through the Platform, you hereby grant Tpoint and its affiliates, sublicensees, partners, designees, and assignees an irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable and worldwide license to use such User Content in connection with the Platform and/or Services, in

any way Tpoint's deems fit, including without limitation, the right to copy, edit, transmit, reproduce, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, share, encode, modify and adapt, and/or otherwise exploit your User Content including your trademarks and logos included therein in connection with the Service and/or the Platform, including for business purposes, such as advertising, marketing and promotions, in any form or media now known or hereinafter developed; and you hereby warrant to Tpoint and represent that you have the right to grant such license for such purposes.

- 4.5. You acknowledge that Tpoint does not guarantee or warrant in any way that Users Content will be suitable, complete, accurate, of high quality, or compatible with your expectations. Notwithstanding the foregoing, Tpoint may, but is not obligated to review all User Content and block, modify, edit, delete, terminate access to, or remove any such User Content that Tpoint, in its sole discretion, considers being non-compliant with any of the requirements of these Terms.
- 4.6. Tpoint reserves the right to purge User Content from its databases at any time and from time to time without notice. You acknowledge and agree that you are solely responsible for backing up any User Content uploaded to the Platform or through the Services. Tpoint shall not be liable for any purging, deletion or failure to retain any such User Content.
- 4.7. By using the Platform and/or Services, you hereby acknowledge and agree that you may be exposed to User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, offensive, indecent, and invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or infringing. You further acknowledge that Tpoint will not be responsible to any damages arising in connection with such User Content. In case you encounter any such content, you may and are encouraged to report such content to us by using the "Report" function on the Platform.
- 4.8. User Content will be regarded, upon publication, as public information, and may be published, distributed and used by Tpoint in any manner and in any media, including for commercial purposes. By creating any publishing of User Content, you hereby consent that such User Content may be published by Tpoint in various frameworks both in and outside the Platform.
- 4.9. Without derogating from the above, if you believe your rights in your copyright protected work are infringed by a User posting such work on the Platform, you may submit a copyright infringement notification ("**Infringement Notification**") to info@tpoint.club.
- 4.10. An Infringement Notification may only be submitted by the owner of the copyrighted work allegedly infringed or such owner's authorized agent. We strive to address all Infringement Notifications in a timely manner. An Infringement Notification should include the following information:
 - 4.10.1. Identification of the (i) copyrighted work/s claimed to have been infringed and (ii) allegedly infringing content on the Platform, and information reasonably sufficient to permit Tpoint to locate such content;
 - 4.10.2. sufficient contact information of the person submitting the Infringement Notification, including, at least, full name and email address;
 - 4.10.3. A statement by the person submitting the Infringement Notification that he/she has a good faith belief that the allegedly infringing content infringes such person's copyrights in their protected work/s and that the information provided in the Infringement Notification is accurate and full in all material respects.

- 4.11. Upon receipt of an Infringement Notification, we will review the relevant materials and may, at our sole discretion, remove any content established to be infringing content, from the Platform, and/or block, suspend, or delete the Tpoint account of the infringing party.
- 4.12. An Infringement Notification should only be submitted in good faith. Misuse of the notification process may result in suspension or removal of an account of a User submitting Infringement Notifications in bad faith, and/or other legal consequences.

5. **PAYMENTS**

- 5.1. Users ordering and use of the Courts are subject to the full and timely payment of fees as would be applicable from time to time and published on the Platform or by the Courts operators (the “Fees”). Fees will be calculated, either as a pay-as-you-go or annual subscription basis, and all as would be offered by Tpoint or the operators and accepted by you. Fees may include additional fees based on any usage that exceeds the capacity ordered and purchased.
- 5.2. The Court must be locked at the conclusion of the use. If the Court will not be locked, the use will continue and you will continue to be charged.
- 5.3. If your billing information and the payment source you have provided while registering for the Services or ordering the Court is invalid, if charges billed to you are declined or not paid or if you fail to pay the Fees when due, your account may be suspended or cancelled, at Tpoint’s sole discretion.
- 5.4. Tpoint uses a third-party credit card processing service to process the Fees. Tpoint may change its third-party credit card processing service from time to time. User consents to the use of such service and to the transfer of User's credit card details to such third-party processor. In the case that Tpoint switches to another credit card processor, the User may be required to update billing details manually. User agrees to be bound by any separate terms applicable to the processing service.
- 5.5. User's credit card will be charged automatically upon submission of User's order through the Platform, or upon User's order of an annual subscription, as may be applicable.
- 5.6. Late payments may bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if less) from the payment due date until paid in full. User will be responsible for all reasonable expenses (including attorneys’ fees) incurred by Tpoint in collecting such late payments amounts. If User is late on payment of the Fees, Tpoint may suspend and cancel User's Account and/or Services.

6. **CANCELLATIONS AND REFUNDS**

- 6.1. You may modify, change, or cancel your order only according to the operator cancellations and refund policy

7. **RESTRICTIONS**

In connection with your use of the Platform and/or the Services, and without limiting any other obligations under these Terms or applicable law, User shall not, and shall not permit others to:

- 7.1. Submit, upload, post, share or otherwise distribute User Content which does not comply with these Terms or applicable law.
- 7.2. Modify the Platform, or attempt to decompile, reverse-engineer, disassemble, or otherwise, directly or indirectly, disrupt or interfere with the Platform and/or the Services, servers or networks connected to the Platform;

- 7.3. Sell, distribute, copy, duplicate, or otherwise reproduce all or any part of the Platform, other Users' User Content and/or the Services;
- 7.4. Attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Platform or Services;
- 7.5. Create a database by systematically downloading and storing all or any content from the Platform, including User Content, or otherwise systematically downloading content from the Platform, including User Content;
- 7.6. Use the Platform for any illegal, immoral or unauthorized purpose, in a way which may encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- 7.7. Use the Court for any illegal, immoral or unauthorized purpose, in a way which may encourages criminal or immoral behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- 7.8. Create accounts through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper;
- 7.9. Attempt to restrict another user from using or enjoying the Service;
- 7.10. Submit, upload, post, share or otherwise distribute User Content that comprises or includes any "junk mail", "spam" or disrupts with repetitive messages.

8. CHILDREN UNDER AGE 16

Our Platform and Services are intended for Users over the age of 16. If you are under such age, you are prohibited from using our Platform and Services, without providing us with an appropriate prior parental consent (in a form requested by us through the Platform).

9. INDEMNITY

You agree to defend, indemnify and hold harmless Tpoint, its directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Platform and/or Services; (ii) any breach of the term of the Terms by you; (iii) your infringement of any third party rights, including, among others, any copyright, intellectual property right or privacy right; or (iv) any claim that one of your act or omission caused damage to a third party; (v) your breach of any law, rule or regulation as applicable to you in connection with the Platform or Services; (vi) any other party's access and use of the Platform and/or Services with your unique username, password and etc.

10. WARRANTY DISCLAIMERS

USER ACKNOWLEDGES AND AGREES THAT THE PLATFORM AND SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," ARE USED ONLY AT USER'S SOLE RISK, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. TPOINT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE PLATFORM AND/OR THE SERVICES (INCLUDING ANY CONTENT, USER CONTENT, INFORMATION, SOFTWARE, AND LINKS), INCLUDING ANY IMPLIED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, OR LACK OF VIRUSES. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE

IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Tpoint does not guarantee continuous, uninterrupted access to the Platform and Services, and operation of the Platform and/or Services may be interfered with by numerous factors outside our control, as well as for performing maintenance of the Platform and/or the Services. Tpoint shall not be liable for any damages arising in connection with such failures, and from any delays, interruptions, service failures and other problems inherent in use of the internet or electronic communications or other systems not controlled by Tpoint.

11. LIMITATIONS OF LIABILITY

TPOINT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH TPOINT IS TO DISCONTINUE YOUR USE OF THE PLATFORM. TPOINT AND ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE (EVEN IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN OR IF TPOINT HAD BEEN ADVISED OF THE POSSIBILITY THEREOF) ARISING FROM YOUR USE OF THE PLATFORM AND/OR SERVICES, OR FROM USE OF ANY USER CONTENT PROVIDED BY YOU OR TO YOU, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, TPOINT'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. USER ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, TPOINT WOULD NOT BE ABLE TO OFFER THE PLATFORM OR THE SERVICES.

12. MISCELLANEOUS

- 12.1. Tpoint reserves the right at any time and from time to time to modify and change these Terms and any aspects and/or features of the Platform and/or Services. Modifications to these Terms will be posted on the Site, and shall be effective as of the date in which they are posted on the Site.
- 12.2. **Severability.** If any provision of these terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.
- 12.3. **Assignment.** Tpoint may assign this agreement at any time to the successor in interest in connection with a merger, consolidation or other corporate reorganization.
- 12.4. **Choice of Law.** The Platform, Services, these Terms and any dispute arising in connection therewith shall be exclusively governed by and construed in accordance with the laws of the State of Israel. You agree that all such disputes shall be brought exclusively in the appropriate courts of Tel-Aviv, Israel.
