

Emerj - Terms of Service

MRJ People-Tech Ltd. ("**Emerj**" or "**us**," "**our**," "**we**") is the creator and owner of an online web platform that enables employees of a Participating Company (as defined below) to seek and/or offer advice and/or learn from coworkers in matters relating to their work (the "**Platform**"). These Terms of Service (the "**Terms**") govern your access to and use of the Platform and other services available through the Platform (collectively, the "**Services**"). Our Privacy Notice, available at <http://emerj-work.com/tos.pdf> governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "**You**" or "**User**" means any employee of a Participating Company and/or other adult individual utilizing the Platform, and/or the Services.

Please read these Terms carefully. These Terms govern your access to and use of the Platform and Services. By clicking on the button marked "I agree," you signify your consent to these Terms. We reserve the right to make changes to these Terms from time to time. Your continued use of the Platform and/or Services will be deemed acceptance to the amended or updated Terms. If you do not agree to any of these Terms, please do not click the button marked "I agree" and/or use the Platform and/or Services.

Account Registration

Subject to the Agreement and to any instructions by Emerj, the Administrator shall grant you permission to access the Platform and create and register an account that will include use of a username and password. Your account allows you to use the Platform and Services, subject to these Terms and our Privacy Notice. Emerj reserves the right to refuse to allow a User or an Administrator to open an account for any reason, or to limit the number of employees of the Participating Company who may establish an account on the Platform, all at its sole discretion.

All information provided during the registration process must be accurate, and you agree to keep such information updated. You are fully and solely responsible for the security of your computer system and all activity on your account, even if such activities were not completed by you. You agree to notify Emerj immediately of any unauthorized use of your account or password. We will not be liable for any losses or damages arising from unauthorized use of your account or password and you agree to indemnify and hold us harmless for any improper or illegal use of your account, including any charges and/or taxes incurred, unless you have notified us via email at support@emerj.work that your account has been compromised and have requested that we block access to it. We do not police for, and cannot guarantee that we will learn of or prevent, any inappropriate use of the Platform and/or Services.

Services

Emerj hereby grants you a right to use the Platform and/or Services in accordance with and subject to the terms of the agreement by and between Emerj and the company under whose auspices you are using the Platform (respectively the "**Agreement**" and the "**Participating Company**"), and for the term specified in the Agreement. The Participating Company shall appoint one or more employees or representatives who shall be authorized to grant Users permissions to access the Services, as well as block Users from using the Services (the "**Administrator(s)**").

To the extent that the Administrator has granted certain Users permission to use the Services, subject to their compliance with these Terms, such Users shall have access to and may use the Services solely for the purposes of communicating with other Users about human resources and/or other issues, as permitted by the Participating Company and solely related to the Participating Company, as specified below. You may not use the Platform or Services to provide any services or content to any other third party and you shall not make any commercial use of the Platform and/or Services. Emerj may, at its sole discretion and at any time, discontinue providing any part of the Services without notice.

Use of the Services and access to the Platform is void where prohibited by law, regulation or any other obligation. By using the Platform and/or Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older and have the ability to form a binding contract; and (d) your use of the Platform and Services does not violate any applicable law or regulation or any obligation you may have to a third party.

You may utilize the Services either as a User who may ask questions and/or seek advice (each such User, a "**Requesting User**") or as a User who may discuss or answer such questions and/or offer advice (each such User, an "**Advising User**"). Users may register either as an Advising User, a Requesting User, or as both on the Platform. The Administrator and/or the Participating Company shall not have access to any information specific to any User and shall not be able to view any discussions held through the Platform between Users. However, the Administrator and/or the Participating Company may be able to view certain statistical information, including the number of Users, popular topics being discussed through the Platform, the level of involvement of Advising Users and more. It is clarified that the chat function is not fully anonymous and each User will be aware of the identity of the other User with whom he or she is conversing.

Emerj is not a provider of HR related and/or any other advice (including but not limited to regarding the Participating Company). Emerj only facilitates the platform on which Requesting Users and Advising Users can connect and communicate regarding human-resources related matters relating to the Participating Company.

Termination of Account

Emerj may terminate your access to your account at its sole discretion (i) upon termination, suspension or expiration of the Agreement for any reason, (ii) in the event that you are no longer employed by the Participating Company, or (iii) if Emerj reasonably believes that you are or will be violating you any of these Terms. Upon termination or suspension of your account, you shall not have any further access to the Platform or any Content (as defined below) that may be available through your account.

If Emerj believes, at its sole discretion, that a violation of these Terms or any illegal or inappropriate usage or behavior has occurred, it may take any other corrective action it deems appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate usage or behavior regarding the Platform and/or Services. We will cooperate fully with any law enforcement investigation or court order requesting or directing us to disclose the identity or behavior of anyone believed to have violated these Terms or to have engaged in illegal behavior or any Content believed to be related to such activities. Any suspension or

termination of your account shall not affect your obligations under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their meaning and context are intended to survive such suspension or termination.

If you wish to terminate your account, for any reason, please email us at support@emerj.work. We will close your account as soon as possible and will retain and/or delete your information and/or User Content in accordance with the terms specified in our Privacy Notice.

Content

Certain types of content may be made available through the Platform and/or Services. "**Content**" as used in these Terms means, collectively, all the content on or made available through the Platform and/or Services, including but not limited to, any chat functions, records of previous chats, dashboards, lists of Users, and/or any modifications or derivatives of the foregoing.

The Services may allow you to add certain content and/or data. All content added by Users or Administrators is referred to as "**User Content**." You are fully and solely responsible for any User Content you submit through the Services. You represent and warrant that any such User Content complies with all applicable laws, including but not limited to any applicable privacy and data protection laws and regulations, that you have all necessary rights to submit any such User Content through the Services, and that no such User Content infringes upon or violates, or will lead to an infringement or violation of any third-party intellectual property rights, privacy or publicity rights, or moral rights. You hereby represent and warrant that you will not add or upload any Special Categories of Data (as such term is defined in regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC ("**GDPR**") unless you have obtained explicit consent if and as required under applicable law and that you shall be solely responsible and liable for any such data, including in the event of any data breach by Emerj. Emerj has no obligation to accept, display, review or maintain any User Content. Moreover, Emerj reserves the right to remove and/or permanently delete any Content, including any User Content submitted or modified by any User or Administrator at any time, without notice and for any reason. WE DO NOT ENDORSE ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT.

Emerj may, at its sole discretion, choose to monitor certain User Content for inappropriate or illegal behavior, including through automatic means, provided however that Emerj reserves the right to treat User Content as content stored at the direction of Users for which Emerj will not exercise editorial control except when violations are directly brought to EMERJ's attention. Emerj has the right to edit, delete, distort, modify or move User Content from the Platform and/or Services without notice for any reason at any time. Additionally, Emerj has the right to refuse to transmit, email, post or broadcast any User Content (including refusing to allow a User to post or distribute such User Content through a third party) without notice for any reason at any time.

Content on the Platform comes from a variety of sources, including Users. You understand that Emerj is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to this Content (including but not limited to User Content). Although Users and Administrators must agree to these Terms, it is possible that other Users (including unauthorized users) may post or transmit offensive or obscene materials to which you may be involuntarily exposed and you hereby agree to waive, and do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto. WE DISCLAIM ALL LIABILITY,

REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

Content Restrictions

Without limiting the foregoing, you agree that you will not transmit, submit or post any User Content that: (1) violates the legal rights of others, including defaming, abuse, stalking or threatening other Users; (2) infringes (or results in the infringement of) the intellectual property rights, moral rights or other rights of any third party; (3) is in furtherance of (or you (should) reasonably believe to be in furtherance of) illegal, fraudulent, or unauthorized, counterfeiting, pirating, unauthorized, or violent activity, or that involves (or you (should) reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (4) does not comply with all applicable laws, rules and regulations; (5) publishes falsehoods or misrepresentations that may damage us or any third party; (6) imposes an unreasonably or disproportionately large load on our infrastructure; or (7) posts, stores, transmits, offers, or solicits anything that contains (or that you know contains links to) the following or to locations that in turn contain links to the following: (a) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (b) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (c) pornography or obscene material, (d) any virus, worm, trojan horse, or other harmful or disruptive component or (e) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

Use Restrictions

You may not do or attempt to do any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Platform and/or Services without our prior written authorization, including framing or mirroring any part of the Platform and/or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Platform and/or Services or features that prevent or restrict use or copying of any Content; (3) use the Platform and/or Services in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, assessment search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform and/or Services; (5) use or access another User's account or password without permission; (6) use the Platform and/or Services in any manner not permitted by these Terms, or (7) post, distribute or edit any User Content or links in violation of the requests or wishes of the individual that provided you with such User Content or links.

Intellectual Property

Emerj, or as the case may be, its licensors, own the Platform, Services, and all Content available therein, including all worldwide intellectual property rights in the Platform and/or Services and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Platform and/or the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of Emerj or any third party.

By submitting or posting any User Content you grant Emerj and its successors a worldwide, non-exclusive, royalty-free, perpetual, sublicensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of, display, make public and perform such User Content on, through or in connection with the Platform and/or Services. User Content posted and/or submitted through the Platform's chat function shall not be made public by Emerj.

Disclaimer of Warranty

Your use of the Platform and Services is at your sole discretion and risk. The Platform, Content, and Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. While we make reasonable efforts to provide Content that is informative and useful, we do not make any warranties or representations in respect of any Content. We do not represent or warrant that you will find the Services and/or any Content to be informative or useful for your own needs.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM, CONTENT (INCLUDING USER CONTENT), AND SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PLATFORM AND/OR SERVICES; (II) THAT THE PLATFORM AND/OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE PLATFORM AND/OR SERVICES.

Emerj makes no warranty that the information provided to you by an Advising User and/or any information and/or Content available on the Platform will be useful and/or accurate. You are solely responsible for any action you may take based on any information provided by an Advising User and/or Content available on the Platform. In making any decision, you should take into account the possibility that information and/or recommendations provided by an Advising User and/or Content available on the Platform may not correctly or accurately reflect current or future circumstances.

We are not responsible for any incorrect or inaccurate Content (including but not limited to User Content) posted on the Platform or in connection with the Services, or transmitted by any party, whether by a User, Administrator, or by any of the equipment or programming associated with the Services. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

Limitation of Liability

Emerj assumes no responsibility for, and you shall not have any valid claim against Emerj in relation to, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Platform, Content and/or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer or online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any part of the Platform and/or Services, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Platform and/or Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Platform and/or Services, from any

Content posted on or through the Platform and/or Services, or from the conduct of any Users of the Platform and/or Services, whether online or offline.

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM, CONTENT, AND SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID US IN THE TWELVE MONTHS PRECEDING THE APPLICABLE CLAIM. AS SUCH, IF YOU HAVE MADE NO PAYMENTS TO US FOR USE OF THE SERVICES, WE SHALL NOT HAVE ANY LIABILITY TO YOU WHATSOEVER.

Indemnification

You agree to indemnify, defend, and hold Emerj and its employees, directors, officers, subcontractors and agents harmless against any and all claims, damages, costs or expenses (including attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use, attempted use or misuse of the Platform and/or the Services; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law.

Miscellaneous

These Terms shall be governed by the laws of the State of Israel and the competent courts in Tel Aviv-Jaffa shall have exclusive jurisdiction to hear any disputes arising hereunder. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against Emerj must be brought within one (1) year of the date such cause of action occurred. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining sections of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Emerj or enables you to act on behalf of Emerj. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. Nothing contained in these Terms shall be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct. Non-enforcement of any provision of these Terms does not constitute consent or waiver, and we reserve the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. We may assign our rights under these Terms to any third party. You may not assign your rights or obligations hereunder except as we expressly permit in writing. Any notice to be provided to you pursuant to these Terms may be provided to the email address or other contact information you have provided to us.

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