

## **RELOCATEYOURSELF.COM B.V - TERMS OF USE OF SERVICES**

The following constitute the terms and conditions of access and use of the Services, as defined hereunder, which shall be deemed to have been read and agreed to if you access and use the website.

**1. Acceptance.** By visiting and/or accessing and/or logging into and/or by creating an account and/or by registering for and/or using any of the Services, as defined below, **You signify Your assent to these terms and conditions** (the "**Terms of Use**"), as shall be updated from time to time, and the Company's Privacy Policy, currently available at: <http://www.relocateyourself.com/page/terms> which is incorporated herein by reference (the "**Privacy Policy**"). These Terms of Use constitute a binding and enforceable agreement between RelocateYourself.com B.V (the "**Company**"), and you, a person accessing and using the Services. Please note that in order to utilize any of the Services, You are required to obtain from Company access information (including user name, password, or otherwise, as applicable), which may be subject to considerations to be paid to Company. If You do not agree to any of these terms, then please do not use or apply to use Services. You affirm, and we hereby rely on such affirmation, that You are 18 years of age or older, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with same. **If You are under 18 years of age, then please do not use or apply for using the Service.**

**2. Definitions.** "**Services**" means the online software service provided by Company through **RelocateYourself.com** for the management of information and customer support designated for service providers in the field of relocation services, support, and consultancy ("**Service**"). The Service may be subject to fees and considerations, as shall be provided by Company before access is provided to the Service. "**Relocation Service Provider**", "**You**" or "**User**" means a company, a corporation or any other entity, including a division or department thereof, and including anyone authorized to use the Services on behalf of the foregoing, which provide services of consultancy and customer support with respect to relocation of individuals; "**Customer**" means a person which is going under relocation, and is the subject of the relocation services provided by the Relocation Service Provider; "**we**", "**our**" and "**us**" means the Company, its parent corporations, subsidiaries and affiliates. "**Website**" shall mean the website at <http://relocateyourself.com/> or any of its sub-sites.

**3. Website Access and Use.** Company hereby grants You a permission to use the Services as set forth in these Terms of Use, provided that: (i) You will not disclose your user name and password to others and you will not allow anyone other than You, directly or indirectly, use the Services with your user name and password ; (ii) You will not copy or distribute any part of the Service, the Content therein, and any form and concept embodied therein, in any medium (iii) You will not alter or modify any part of the Service; and (iv) You will otherwise comply with the terms and conditions of these Terms of Use.

### **4. Registration, Personal Information and Password.**

- Subject to the terms and conditions herein, and subject to any consideration that may be required by Company, Company shall provide you with user names and passwords for such number of accounts as applicable, ("**Relocation Service Provider Account**") as well as user names and passwords for Customers, as shall be requested by Relocation Service Provider from time to time ("**Customer Accounts**"). You may be required by Company to provide certain details for the

purpose of establishing such Relocation Service Provider Accounts; You agree and undertake that all such information provided by You through the Service on registration or at any time are correct and complete and You undertake to inform the Company immediately of any changes to any such information.

- Customers may be asked and/or required to enter certain personal information through the Service ("**Personal Information**"). You hereby warrant and undertake that any access information to your Relocation Service Provider Accounts will be kept safe, secure and confidential at all times and that any information submitted or disclosed to You by Customers through their Customers' Accounts will be kept safe, secure and confidential at all times, and you agree and undertake to adhere to the Privacy Policy at all times and not make any use of the Personal Information which is not permitted to You under the Privacy Policy. You shall not disclose or share such access information or any of the Personal Information with any third Party. You hereby release the Company from any and all liability for any losses and/or damages caused by your breach of the foregoing undertaking and You assume and undertake full liability for any such losses and/or damages.
- You agree not to copy or aggregate in any way any Private information of Customers, and not create any data base thereof outside Services and the functions provided thereby, and not make any use of the Personal Information for any commercial solicitation purposes, either by you or by third parties.

#### **Collection of Information.**

Company may collect or receive information submitted through the Services, including without limitation Personal Information, all in accordance to the Privacy Policy. Any such information may be monitored, retrieved and used by Company for general statistics regarding use of the Service, utilization of Services and for purposes of establishing patterns of behaviour, manner and fashion of use of the Services, to the extent permitted by applicable law and subject to Company's Privacy Policy, for example, in order to determine popularity of certain features and improve the functionality and the quality of Services. You hereby warrant and undertake that any Personal Information submitted by Customer/s upon establishment of Customer Account and registration thereto and any Personal Information submitted through any use thereof by Customer will be kept safe, secure and confidential at all times and You shall not disclose or share any Personal Information as defined in the Privacy Policy with any third Party, other than as strictly necessary for the purpose of the Service. You undertake to adhere in all respects to the Privacy Policy with respect to Customer's Personal Information. You hereby release the Company from any and all liability for any losses and/or damages caused by your breach of the foregoing undertakings and/or the Privacy Policy, which governs the legal relationship between Company, You and Customer, and You assume and undertake full liability for any losses and/or damages in connection therewith.

#### **Advertising Material.**

Company may present in the Service screens information, texts, advertisements for products and/or services, notices and/or other materials that are uploaded to the Service by the Company. Such Advertising Material may be personalized and assigned to individual Customers. Such personalization may be based on information, including Personal Information, retrieved by the Company resulting from User's and Customers use of the Service. Company hereby disclaims any and all liability arising from or in connection with receiving such Advertising Material, their origin, contents and/or their context.

**5.** Company shall not be or deemed to be a party to any contractual, commercial or other engagement between the Customer and any third party, whether such engagement was a result of or in connection to User's and/or Customer's using Services , or otherwise ("**Third Party Engagement**"). Company hereby disclaims any liability in connection with any such Third PartyEngagement.

**6. Use Limitations.** You may not use the Services for any of the following purposes (the "**Prohibited Activities**"); Company disclaims any and all liabilities, losses and or damages with respect to any use of the Services which constitutes a Prohibited Activity.

1. Disseminating any unlawful, harassing, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or illegal materials;
2. Transmitting material that encourages conduct which may constitute a criminal offense, result in civil liability or otherwise breaches any relevant law, regulation and/or code of practice;
3. Gaining unauthorized access to other computer systems;
4. Interfering with any other person's use of the Services;
5. Transmitting, junk mail, chain letters or "spam";
6. Making and/or transferring and/or storing electronic copies of materials protected by copyright without the express permission of the owner of the material.
7. circumvent, disable or otherwise interfere with security related features or other features of the Website and/or with the use of Services or enforce any limitations on use of the Website and/or the Services.

#### **7.Third Party Software and websites.**

Company through the Service may make available to User software, applications and/or services provided and licensed by third parties (the "**Third Party Software**"). The use of Third Party Software in or with the Service is subject to the applicable licenses, terms of use and conditions of such Third Party Software, including without limitation the Google Maps and Google Earth services the use of which by User is subject to the terms of use as appear in <http://code.google.com/apis/maps/terms.html>. In the event that no such third party license agreements exist, the restrictions contained in this agreement shall apply on all such third party applications, *mutatis mutandis*. Company disclaims any warranty or representation with regards to any use of any of the Third Party Software, which use is on an as-is basis. In as much as the Service contains links to websites which are not operated by the Company (Third Party Websites), the Company shall not bear any responsibility or liability with regards to any such Third Party websites, their contents, the information presented therein, etc., and any use of the User thereof, and in no event will the Company be liable in any way for any damages of any kind whatsoever resulting from or in connection with any use of any such Third Party Software or any reliance on any information presented therein, and any such use shall be on User's own discretion, risk and responsibility.

#### **8.Intellectual Property Rights.**

The content of the Services as provided by Company (as opposed to contents inserted by User or Customer), including without limitation, the text, content of text, software, scripts, graphics, form and the like (the "**Content**") and the trademarks, service marks and logos (other than trademarks, service marks and logos provided by User for

implementation in Users' Relocation Service Provider Account) contained and embodied therein, are owned by or licensed to the Company, and are subject to copyright and other intellectual property rights under Israeli laws, foreign laws and international conventions. Content on the Website is provided to You "AS IS", without any warranty, for Your information and personal use only and it may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Company. Company reserves all rights in and to the Service and the Content. Relocation Service Provider warrants and confirms, that trademarks, service marks and logos provided by it to Company for the implementation in the Users' Relocation Service Provider Account, are owned by or licensed to User, and the use thereof in the Relocation Service Provider Account does not infringe any third party intellectual property rights.

## **9. Warranty/Disclaimer.**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, AGENTS AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND THE USE THEREOF AND IN CONNECTION WITH THIRD PARTY ENGAGEMENTS. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE AND/OR REGARDING THE CONTENT OF ANY SITES LINKED TO THE WEBSITE OR ANY OTHER THIRD PARTY WEBSITE OR OTHER SERVICES, WHETHER ONLINE OR OFFLINE, AND/OR REGARDING THE USE OF THE SERVICES BY USER AND/OR CUSTOMER AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THIRD PARTY CONTENT OR SERVICES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES OR THE CONTENT, OR ANY ENGAGEMENT BY USER AND/OR CUSTOMER WITH ANY THIRD PARTY (III) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, CUSTOMER OR USER, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING; COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR OR IN ANY WAY LIABLE IN CONNECTION WITH ANY TRANSACTION BETWEEN YOU OR CUSTOMER AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. COMPANY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE MERCHANTABILITY OF THE SERVICE AND FITNESS THEREOF FOR A PARTICULAR PURPOSE.

## **10. Limitation of Liability.**

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, AGENTS AND AFFILIATES, BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER,

INCLUDING INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE USE OF, THE VISIT IN, THE ENGAGEMENT WITH ANY THIRD PARTY PURSUANT TO USER'S OR CUSTOMER'S USE OF THE SERVICES HEREIN, AND/OR RESULTING FROM THE LINKING FROM THE WEBSITE, COMPANY'S SECURE SERVERS, THIRD PARTY WEBSITES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS 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. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, COMPANY IS FOUND LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH THE WEBSITE AND/OR THESE TERMS OF USE, IN NO EVENT SHALL SUCH LIABILITY EXCEED A TOTAL OF \$5,000. YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, WHETHER IN CONTRACT, IN TORT OR IN GENERAL UNDER APPLICABLE LAW, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. COMPANY MAKES NO REPRESENTATIONS THAT THE SERVICE IS LEGAL OR OTHERWISE APPROPRIATE OR AVAILABLE FOR USE IN YOUR LOCATION. THOSE WHO ACCESS OR USE THE SERVICE MAY DO SO AT THEIR OWN FREE WILL AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

## **11. Indemnity.**

You agree to defend, indemnify and hold harmless the Company, its parent corporations, subsidiaries and affiliates, officers, directors, shareholders, employees, consultants 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) a violation by You of any term of these Terms of Use; (ii) a violation by You of any third party right, including without limitation any copyright, property, or privacy right, while using the Website or in connection thereto (iii) any claim of any Customer with respect to the services provided by You to Customer using the Services. This obligation for defense, indemnification and holding harmless will survive the termination or expiration of these Terms of Use and Your use of the Website.

## **12. General.**

Any claim or dispute between You and Company that arises in whole or in part from or in connection with the Website and Services or these Terms of Use shall be decided exclusively by a court of competent jurisdiction located in Amsterdam without giving effect to rules of conflict of laws. These Terms of Use shall be governed exclusively by the internal substantive laws of the Netherlands, without respect to its conflict of laws principles. You agree that the Services herein shall be deemed as provided by a passive website that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than the Netherlands. These Terms of Use, together with any other legal notices published by the Company on the Website or through the Services, shall constitute the entire agreement between You and the Company. If any provision of these Terms of Use is deemed to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Company reserves the right to amend and/or update these Terms of Use at any time and without notice. Such updated Terms of Use shall be posted on the Website and Your use of the Services following any amendment of these Terms of Use will signify Your assent to and acceptance of its revised terms. These Terms of Use, and any rights granted

hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction including any claim Company may have against any User. For any questions, please contact us at Relocateyourself B.V., Stadionweg 190, 1077 TC Amsterdam, the Netherlands or by electronic mail at: [info@relocateyourself.com](mailto:info@relocateyourself.com).

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