

## TokCast – Terms of Use

Last Updated: November, 2021

### 1. **General**

- 1.1. These Terms of Use ("**Terms of Use**") constitute a binding agreement between the person who is Using our mobile application called "**TokCast**" (the "**App**") ("**You**" or "**User**") and 12Tech Ltd., ("**TokCast**", "**We**" or "**Us**"), and shall govern Your Use of the App.
- 1.2. The Use of the App is also subject to TokCast's Privacy Policy (the "**Privacy Policy**") which is available at: [www.tokcast.fm](http://www.tokcast.fm) (the "**Website**"), and other applicable policies, which are incorporated herein by reference.
- 1.3. Before Using the App, please read these Terms of Use and our Privacy Policy. By using the App, You represent: i) that You agree to these Terms of Use and to the Privacy Policy, and ii) that You are 13 or older. If you are not old enough to have authority to agree to our Terms in your country, You represent that Your legal guardian has reviewed and agreed to these Terms of Use and the Privacy Policy.
- 1.4. BY USING THE APP, YOU ARE EXPRESSING YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE APP.
- 1.5. TokCast reserves the right to change, modify, add or remove parts of these Terms of Use, the Privacy Policy and other relevant TokCast policies at any time, at its sole discretion, by posting the amended version on the Website. All amended terms shall automatically enter into effect immediately upon their publication. By continuing to use the App, You will be deemed to have accepted such changes. If at any point You do not agree to any part of our Terms of Use, the Privacy Policy, or any other TokCast policy relating to Your Use of the App, You must immediately stop using the App, and Your Limited License to Use the App (as detailed below) shall terminate immediately.

### 2. **Limited License to Use the App**

- 2.1. Subject to Your agreement and continuing compliance with these Terms of Use and any other relevant TokCast policies, TokCast grants You a non-exclusive, non-transferable, non-sublicensable, revocable and limited license ("**Limited License**") to Use the App. This license is for the sole purpose of enabling you

to use the App, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

- 2.2. TokCast reserves the right to determine what conduct it considered as violation of the Terms of Use and/or the Restrictions of Use, and reserves the right to take any action as a result of such conduct, which may include termination of Your Limited License and prohibition from Using the App in whole or in part.

### 3. **Restrictions of Use**

- 3.1. You agree not to, and not attempt to, under any circumstances, do any of the following while Using the App ("**Restrictions of Use**"):
  - (i) Violate any law, any rights of TokCast or any other person or otherwise misuse or inappropriately Use the App, or to engage in any illegal conduct.
  - (ii) Engage in any act or Use the App in such manner that TokCast considers, in its sole discretion, to be harmful in any way to the App or to its User's enjoyment of the App, or which are in conflict with the spirit or intent of the App.
  - (iii) Copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the App or any part of it.
  - (iv) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the App, or to obtain any information from the App using any method. You shall also not modify or cause to be modified any files that are a part of the App.
  - (v) Use the App if You have previously been removed by TokCast, or previously been banned from using the App.
  - (vi) Use or participate in the use, directly or indirectly, of automation software programs, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the App.
  - (vii) (viii) Initiate, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon

the App, or other attempts to disrupt the App or any other person's Use or enjoyment of the App.

- (ix) Interfere with or disrupt the App or servers or networks connected to the App, or disobey any requirements, procedures, policies or regulations of networks connected to the App, or any security feature of the App or any feature that restricts or enforces limitations on the Use of or access to the App.
  - (x) Gain unauthorized access to the App, through Accounts registered to others or to the computers, servers, or networks connected to the App by any means other than the User interface provided by TokCast.
  - (xi) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive or engage in ongoing toxic behavior, such as any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content.
  - (xii) Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse, or harm of another person, group, including TokCast's employees, including TokCast's customer service representatives.
  - (xiii) Make available through the App any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a TokCast employee.
- 3.2. You shall monitor Your Account to restrict Use and You will deny access to persons under the age of 13. You accept full responsibility for any unauthorized use of Your Account by persons under the age of 13.
- 3.3. WITHOUT LIMITING ANY OTHER REMEDIES, TOKCAST MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR PREVENT THE USE OF THE APP OR PARTS THEREOF IF YOU ARE, OR TOKCAST SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF USE OR THE RESTRICTIONS OF USE, OR COMMITTING ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE APP, OR IF WE BELIEVE THAT YOU ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR

ACTING INCONSISTENTLY WITH OUR POLICIES OR THE SPIRIT OF OUR TERMS OR USE.

4. **Intellectual Property Rights**

- 4.1. You retain your rights to any Content you submit, post or display on or through the App.
- 4.2. Nothing in the Terms gives you a right to use the TokCast name or any of the TokCast's logos, domain names, and other proprietary rights. All right, title, and interest in and to the App (excluding Content provided by users) are and will remain the exclusive property of TokCast and its licensors. Any feedback, comments, or suggestions you may provide regarding TokCast, or the App is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.
- 4.3. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE APP OR IN TOKCAST INTELLECTUAL PROPERTY, AND THAT ALL RIGHTS IN THE APP ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF TOKCAST.

5. **APP's Updates**

- 5.1. As our App is evolving, we may require that You accept updates to the App. You acknowledge and agree that TokCast may update the App at any time, with or without notifying You. You may need to update third party's software from time to time in order to Use the App.

6. **User Content**

- 6.1. The App enables You and other Users to create, post, display and transmit contents, images, texts, communications, sounds, data, and other information ("**User Content**"). By inserting or uploading any User Content while using the App, You represent and warrant that such insert and upload is accurate and not confidential or misleading, free of viruses, adware, spyware, worms or other malicious code, not in violation of any laws, contractual restrictions or other third party rights, and that You have permission from any third party whose personal information or intellectual property is comprised in the User Content.
- 6.2. **You also acknowledge and agree that any of Your personal information and non-personal information within such User Content will be processed by TokCast in accordance with the Privacy Policy.**
- 6.3. You are solely responsible for the information that You provide to others or post on, through or in connection with the App. TokCast reserves the right to

review, monitor, prohibit, edit, delete, disable access, refuse to post, remove to or otherwise make unavailable any User Content without notice for any reason or for no reason. TokCast assumes no responsibility for the conduct of any User inserting or uploading any User Content, and assumes no responsibility for monitoring the App for inappropriate content or conduct.

- 6.4. We do not, and cannot, pre-screen or monitor all User Content. By using the App, You may be exposed to User Content that is offensive, indecent or otherwise not in line with Your expectations. Your use of the App is at Your own risk and You bear all risks associated with the Use of any User Content available in connection with the App.
- 6.5. TokCast does not claim any ownership rights in Your User Content and nothing in these Terms of Use is intended to restrict any rights that You may have to use and exploit Your User Content. TokCast has no obligation to monitor or enforce Your intellectual property rights in or to Your User Content.
- 6.6. In order to use some of Our features, You may be required to create an Account, to verify your phone number and insert your name and a unique username. TokCast reserves the right to remove or reclaim any name or username at any time and for any reason, including but not limited to claims by a third party that a name or username violates the third party's rights.

## **7. User Interactions**

- 7.1. You agree that You are solely responsible for Your interactions with other Users of the App and any other parties with whom You interact through the App.
- 7.2. If You have a dispute with any User, You hereby release TokCast and its officers, directors, agents, subsidiaries, joint ventures and employees, from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. TokCast reserves the right, but has no obligation, to become involved in any way with these disputes. You will fully cooperate with TokCast to investigate any suspected unlawful, fraudulent or improper activity.

## **8. General Terms regarding the App**

- 8.1. You represent and undertake as follows: (i) these Terms of Use are concluded between You and TokCast ; (ii) Your use of the App on Your mobile device is subject to the respective Platform's ("Google" and/or "Apple") terms and conditions as available in the "App Store" or "Google Play", as the case may be, and You agree to be bound by their terms; (iii) Platforms disclaims any and all responsibilities and warranties for: (a) for the Limited License granted

herein by TokCast; (b) Your Information and any Use of it by TokCast; and (c) maintenance and support services with respect to the App; (iv) any claims and/or demands and/or damages You may have in connection with the App shall not, in any case, be addressed to the Platforms; (vi) By downloading the App from the Platforms You hereby warrant and represent that You are not located in a country that is subject to U.S. Government embargo, or otherwise designated by the U.S. Government as "terrorist supporting" country, and that You are not listed on any U.S. Government list of prohibited or restricted parties.

8.2. Insofar as any terms of "Google" and/or "Apple" apply to the User (as applicable) in connection with the use of the App that conflict with these Terms of Use and/or Your Use of the App, the relevant terms of "Google" and/or "Apple" (as the case may be) shall prevail.

## **9. Termination**

- 9.1. You may terminate Your Use at any time and for any reason by deleting Your Account.
- 9.2. TokCast may terminate Your Use of the App at any time and for any reason and We may notify authorities or take any actions it deems appropriate, without notice to You, if We suspect or determine that You may have (i) failed to comply with any provision of these Terms of Use or the Privacy Policy or any policies published by TokCast; or (ii) engaged in actions relating to or in the course of Using the App that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for You, for TokCast, for any third parties or the App.
- 9.3. Upon such termination, You agree not to Use the App (including any subsequent version of the App), or to register for any new Accounts. In the event of the termination of these Terms of Use for any reason: (a) the Limited License granted to You will terminate immediately; (b) You must immediately upon receiving any notice of termination cease all Use of the App and destroy, or erase all copies of the App in Your possession or control.
- 9.4. You may, as the result of termination, lose Your Account and all information and data associated therewith. You will not be entitled to and TokCast will not be liable to You or any third party for any refund, reimbursement or other liability as a result of any termination permitted under these Terms of Use for any reason, whether by You or TokCast.

## **10. No Warranty and Disclaimers**

- 10.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL FAULTS, DEFECTS AND ERRORS, AND WITHOUT WARRANTIES OF ANY KIND. TOKCAST DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, ARISING BY LAW, OR OTHERWISE, REGARDING THE APP AND ITS PERFORMANCE, OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT.
- 10.2. WITHOUT LIMITING THE FOREGOING, YOU ARE AWARE THAT THE APP IS HOSTED IN THE VIRTUAL STORES OF "APPLE STORE" AND/OR "GOOGLE PLAY". TOKCAST WILL COMPLY WITH ANY INSTRUCTION RECEIVED FROM "APPLE" AND/OR "GOOGLE", WHICH MAY RESULT IN CHANGES IN THE APP, THE REMOVAL OF THE APP FROM A RESPECTIVE VIRTUAL STORE (WHETHER TEMPORARILY OR PERMANENTLY, AND WHETHER IN WHOLE OR IN PART), AND MAY AFFECT ITS AVAILABILITY. TOKCAST DOES NOT WARRANT THAT THE APP WILL BE AVAILABLE, FREE OF BUGS, ERRORS, VIRUSES, OR OTHER DEFECTS, AND TOKCAST SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE THE APP.
- 10.3. WITHOUT LIMITING THE FOREGOING, NEITHER TOKCAST NOR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, DISTRIBUTORS, LICENSEES OR LICENSORS WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE APP AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**11. Limitation of Liability**

- 11.1. UNDER THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TOKCAST BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, OR LIABILITIES WHATSOEVER ARISING FROM, OR RELATING TO THE APP, OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER

INTANGIBLE LOSSES, ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OF USE OR THE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TOKAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 11.2. TokCast shall not be liable for any delay or failure to perform any of its obligations resulting from causes outside the reasonable control of TokCast, including without limitation due to unforeseen circumstances or cause beyond TokCast's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
- 11.4. Some jurisdictions may not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above limitations and disclaimers may not apply to You. To the extent that TokCast may not disclaim any warranty or limit its liability as set forth herein, the scope and duration of such warranty and the extent of TokCast's liability shall be the minimum permitted under such applicable law.

## **12. Release and Indemnification**

- 12.1. YOU RELEASE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND AFFILIATES, HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES RELATED IN ANY WAY TO YOUR USE OF THIS APP.

## **13. Miscellaneous**

- 13.1. These Terms of Use, the Privacy Policy and any of TokCast's policies and any documents expressly incorporated by reference herein, contain the entire understanding of You and TokCast, and supersede all prior understandings of the parties relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between You and Us with respect to the App.
- 13.2. You and TokCast agree that if any part of these Terms of Use or of the TokCast Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such



jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the terms, which shall continue to be in full force and effect.

- 13.3. TokCast may assign or delegate these Terms of Use and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without TokCast's prior written consent, and any unauthorized assignment and delegation by You is void and ineffective.
- 13.4. The failure of TokCast to require or enforce performance by You of any provision of these Terms of Use or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver of TokCast's right to assert or rely upon any such provision or right in that or any other instance.
- 13.5. The express waiver by TokCast of any provision, condition, or requirement of these Terms of Use or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 13.6. Except as expressly and specifically set forth in these Terms of Use , no representations, statements, consents, waivers, or other acts or omissions by TokCast shall be deemed a modification of these Terms of Use nor legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of TokCast.
- 13.7. **Governing Law**. These Terms of Use and any act or matter related thereto or to the App will be governed by the laws of the State of Israel without regard to its conflict of laws provisions. You agree that any claim or dispute You may have against TokCast, including but not limited to these Terms of Use, must be resolved exclusively by a court located in Tel-Aviv, Israel, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.
- 13.8. If a dispute arises between You and TokCast, we strongly encourage You to first contact us directly to seek a resolution by sending us an Email to: [support@TokCast.fm](mailto:support@TokCast.fm).
- 13.9. You acknowledge that the rights granted and obligations made under these Terms of Use to TokCast are of a unique and irreplaceable nature, the loss of which shall irreparably harm TokCast and which cannot be replaced by monetary damages alone so that TokCast shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by You.

#### 14. **Contact Us**

14.1 If you have any questions regarding this Terms of Use, or any other concern, please contact us by sending us an email to: [support@TokCast.fm](mailto:support@TokCast.fm).