

SNAP BINGO

TERMS OF USE

GENERAL

These Terms of Use constitute a legally binding agreement made between you (“you”) and Funtika Ltd. (“we,” “us” or “our”), concerning your access to and use of the Snap Bingo mobile application (the “App”). By accessing the App and Services you agree to be bound by these Terms of Use. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE STOP USING THE APP AND SERVICES IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use and you waive any right to receive specific notice of changes. You are expected to periodically review these Terms of Use to stay informed of any updates. You will be deemed to have accepted the changes in any revised Terms of Use by your continued use of the App after the date such changes are posted.

The services provided by us through the App from time to time are not intended for use by any person or entity in any jurisdiction where such use would be contrary to applicable law or regulation or which would subject us to any registration requirement within such jurisdiction. The use of the App and the Services from any jurisdiction is being made on the user's own initiative and such user is solely responsible for compliance with any applicable local laws.

The App is intended for users who are at least 18 years of age. Anything to the contrary above notwithstanding, users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or guardian to use the App. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the App.

We may change, modify or remove any content or functionality of the App and Services at any time or for any reason at our sole discretion without notice. Without derogating from our general termination rights hereunder, we may suspend or terminate your account or cease providing you with all or part of the Services at any time for any reason and without notice, including, but not limited to, if we reasonably believe: (i) that you have violated these Terms of Use, (ii) our provision of the Services to you is no longer commercially viable.

REGISTRATION

You may be required to register with the App. Upon registration, we may request that you

provide us with certain personal information, such as name, age, gender and contact details. We will use such information only in accordance with our Privacy Policy, located at [this link](#). By using the App and Services and/or accepting these Terms of Use, you are also accepting the terms and conditions of our Privacy Policy, as it may be from time to time.

You agree to keep your password confidential and not to share it with any third parties. You will be solely responsible for any unauthorized use of your account and password.

PAYMENTS

The use of the App and Services and/or certain functionalities may be subject to the payment of fees, at our discretion from time to time. We may change the fees and our payment policies from time to time at our discretion.

LICENSE, INTELLECTUAL PROPERTY RIGHTS

You are hereby granted a revocable, non-exclusive, non-transferable, limited right to install and use the App and Services on wireless electronic devices owned or controlled by you, and to access and use the App and Services on such devices strictly in accordance with these Terms of Use, as may be amended from time to time at our sole discretion. We reserve all rights not expressly granted to you in and to the App, Content and the Marks.

Unless otherwise indicated, the App, including without limitations, all source and object code, databases, functionality, software, designs, audio, video, text, graphics and any other content (collectively, the “Content”) as well as any domain names associated with the App and any trademarks, service marks, and logos contained therein (the “Marks”) are all exclusively owned or controlled by us or licensed to us and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws in various territories and international conventions.

USER REPRESENTATIONS

By using the App and the Services, you hereby represent and warrant that: (1) all registration information you provided to us will be true, accurate and updated; (2) you will update us regarding any change to the information you provided to us as soon as possible after such change occurs; (3) you have the legal capacity and you agree to comply with these Terms of Use, as amended from time to time; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the App; (5) you will not use the App for any illegal or unauthorized purpose; and (6) your use of the App will not violate any applicable law or regulation, including without limitations, any laws and regulations with respect to gambling, betting, wagering and/or other games or activities which requires a regulatory license or are forbidden in the jurisdiction in which you reside or from which you are accessing the Services.

LIMITATIONS ON THE USE OF THE APP AND SERVICES

You may not access or use the App and the Services for any purpose other than that for which we make the App available. The App may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us, at our sole and absolute discretion. Without derogating from the generality of the above, you hereby agree not to:

1. make any unauthorized use of the App and Services;
2. collect details or other information about other users of the App and Services, including without limitations, by electronic or other means;
3. Each subscription account is limited to two devices; exceeding this limit will result in immediate account suspension without refund.
4. send unsolicited emails or other communications to other users of the App;
5. use the App and Services to advertise or offer to sell goods and services;
6. circumvent, disable, or otherwise interfere with any features of the App and Services;
7. engage in any automated use of the App and Services, such as using data mining, robots, or similar data gathering and extraction tools;
8. interfere with, disrupt, or create an undue burden on the App and Services or the networks or services connected to the App and Services;
9. decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App and Services;
10. use the App and Services for creating a product or service that is, directly or indirectly, competitive with or in any way a substitute for the App and Services or any part thereof;
11. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App and Services;
12. disparage, tarnish, or otherwise harm, in our opinion, us and/or the App and Services;
or
13. use the App in a manner inconsistent with any applicable laws or regulations, these Terms of Use or any terms of use or policies of any third parties.

We reserve the right, but not the obligation, at our sole discretion, to: (1) monitor the App and Services for violations of these Terms of Use; (2) take legal action against anyone who, in our sole discretion, violates these Terms of Use; (3) remove from the App and Services or suspend, for a limited period or permanently any user for any reason, including without limitations, for breaching these Terms of Use.

USER CONTENT

The App and Services may enable you to interact with other users or to otherwise submit or upload content to the App and Services, including without limitations, any messages, reviews, comments, suggestions, ideas and feedback (collectively, "User Content"). User Content may be viewable by other users of the App and Services and through third-party

websites.

Any User Content you provide to us may be treated by us as non-confidential and non-proprietary and among others, we may, at our sole discretion, copy, distribute, publish or otherwise use the User Content for our business purposes without any limitations and without any liability or obligation to you. You hereby represent and warrant that any such User Content will not be: (i) false, inaccurate, or misleading; (ii) advertising, promotional materials, spam or other forms of solicitation; (iii) obscene, violent, harassing, libelous, slanderous, offensive or otherwise objectionable (as determined by us at our sole discretion); (iv) violate any applicable law, regulation or terms of use or policies of any third parties or the App and Services; (v) violate the privacy rights of any third party.

DISCLAIMERS

THE APP AND SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APP AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP AND SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF ANY CONTENT IN THE APP AND SERVICES AND WE ASSUME NO LIABILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP AND SERVICES, (3) ANY VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP AND SERVICES BY ANY THIRD PARTY, AND/OR (4) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE APP AND SERVICES.

The App and Services and their features are intended for entertainment purposes only. The App and Services have not been approved or vetted by any authorities in any jurisdiction. We make no warranty that our bingo cards or any other bingo tools and features are suitable for bingo games where prizes of any value are at stake (and therefore exceed use for entertainment purposes only), and we accept no liability if the fairness or functionality of our bingo system is challenged. We cannot advise you whether it is legal to play bingo in your jurisdiction. Laws governing bingo vary greatly from jurisdiction to jurisdiction. There may be severe penalties and/or other legal implications (including arrest) for running a bingo game that is not permitted by the local laws of any jurisdiction. We will not have

any liability in case you use the App and Services to participate in any non-permitted bingo game and you hereby agree to indemnify and hold us harmless with respect to any claims, damages, costs or expenses, which we may incur as a result of your participation in such a game. It is your responsibility to take independent legal advice before participating, organizing or assisting any bingo games, especially if players are charged a fee to play such game. You should not assume that a bingo game is legal because you are raising money for charity. Without limiting from any other disclaimers or limitation of liability hereunder, we will not be liable to any damages or costs you may incur in the event that a bingo game is interrupted as a result of an error or unavailability of the App and Services or any part thereof. In no event will we be liable for any loss or damage resulting from the use of the App and Services, including without limitations, as a result of any errors in the process of creating bingo cards, identifying and/or scanning bingo cards, identifying winning bingo cards, etc.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR AFFILIATES, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ADVISORS OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APP AND SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE THREE (3) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$500.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) Any User Content; (2) the use of the App or Services; (3) any breach of these Terms of Use or any laws or regulations; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights or privacy rights; or (6) any overt harmful act toward any other user of the App.

ANDROID DEVICES

The following terms apply when you use a mobile application obtained from either the

Apple Store or Google Play (each an “App Distributor”) to access the Site: (1) the license granted to you for the App is limited to a non-transferable license to use the App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified from time to time in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to provide any maintenance and support services to you. In the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund you any fees paid, if any, to the maximum extent permitted by applicable law. The App Distributor will have no other warranty obligation whatsoever with respect to the App and Services. You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties. You acknowledge and agree that the App Distributors are third-party beneficiaries of these Terms of Use and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof.

THIRD-PARTY WEBSITES AND CONTENT

The App and Services may contain links to other websites (“Third-Party Websites”) as well as text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not monitored by us and we are not responsible for any Third-Party Websites or Third-Party Content accessed through the App and Services. If you decide to access Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any damages or expenses caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

PRIVACY POLICY

Please review our Privacy Policy at: [this link](#). By using the App and Services you agree to be bound by our Privacy Policy, which is hereby incorporated into these Terms of Use.

GOVERNING LAW, DISPUTE RESOLUTION

These Terms of Use and your use of the App are governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of law principles. Any

legal action of whatever nature brought by either you or us shall be commenced or prosecuted in the competent courts in Tel Aviv, Israel.

MISCELLANEOUS

These Terms of Use and any other policies which we may post from time to time in the App constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations to any third party at any time and for any reason without notifying you. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. These Terms of Use will not be construed against us by virtue of having drafted them.

CONTACT US

Please feel free to contact us with any questions on these Terms of Use or for any other purpose at: info@funtika.com