



altshare Platform - Terms of Service

These terms of service (the "**Terms**"), together with any other agreements or terms incorporated by reference, including our general Terms of use and Privacy Policy govern your use of the Platform and the Services. These Terms constitute a binding and enforceable legal contract between altshare and You. By accepting these Terms electronically by clicking a box indicating your acceptance, or by using the Services, you agree to these Terms. If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the term "You" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these Terms, you must not accept these Terms or use the Services.

1. Definitions

- 1.1. "**Account**" means an online account registered by you for the purpose of using the Services.
- 1.2. "**Applicable Law**" means any domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement that is binding upon or applicable to the Customer or the Service, as amended unless expressly specified otherwise
- 1.3. "**Customer Data**" means any files, data, material and information submitted, uploaded and stored by You through the Service.
- 1.4. "**Platform**" means altshare's platform available at <https://cfo.altshare.com/account/login> upon setting up an Account that may include various features, as may be updated by altshare from time to time.
- 1.5. "**Services**" means the services available upon registering for the Platform, and any applications, products, services, documentation, and software made available through the Platform.
- 1.6. "**We**", "**Us**", "**altshare**" or "**Our**" means altshare Ltd. and its affiliates including ALT-SHARE INC.
- 1.7. "**You**" or "**Customer**" means the company or other legal entity and its affiliates for which you are accepting these Terms. For the removal of doubt, "You" or "Customer" will also include anyone interacting with the Platform or Services on behalf of the Customer.

2. The Platform and Services

- 2.1. altshare provides the functionalities described in the Platform as part of the Service. altshare may add other functionalities and/or modify and/or discontinue some of the functionalities in its own discretion and without further notice; however, if altshare makes any material adverse change in the core functionality of the Service, then altshare will notify Customer via the Platform. altshare will not be obligated to provide notice under this Section if the discontinuation is necessary to address an emergency or threat to the security or integrity of altshare, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with Applicable Law or requests of a government entity. Where altshare is excused from providing notice under this Section, altshare will use commercially reasonable efforts to provide as much advance notice to Customer as is reasonably practicable under the circumstances (which Customer acknowledges may be no prior notice).



- 2.2. Registration. Following the initial registration of an Account you will have the ability to access the Platform and use the Services available thereon in connection with Customer Data solely for the purpose of your internal business needs. We may update the Platform from time to time, including adding or removing functions. Some of the Services may be made available subject to applicable fees, as determined by altshare from time to time.
- 2.3. License. You, including your Authorized Users (as defined below) are hereby granted a limited, revocable, non-sublicensable, non-exclusive, non-transferable license during the Term, as defined below, to access and use the Platform solely as required in connection with the Services, subject to these Terms and the timely payments of the applicable fees.
- 2.4. Children under 18. The Service is not directed at children. If you are under the age of 18, please do not use or attempt to register to use the Service.

3. Registration and Account

- 3.1. Establishing an Account. You must register and establish an Account in order to use our Platform and Services. You may allow your representative to use the Account in connection with the Services (each, an "**Authorized User**"), provided each such authorized User shall have separate login information.
- 3.2. Account Information. You must safeguard your Account and not disclose, and procure that Authorized Users not disclose, the login information associated with the Account. You must provide us accurate and complete information in order to create an Account, including information of Authorized Users. You agree to keep your Account information up to date and accurate, including with regard to Authorized Users. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT USERNAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of your Account or any other breach of security.
- 3.3. Deletion of Account. You may delete your Account at any time by sending an email to cs@altshare.com requesting such deletion. Any Customer Data and other information and data you entered into the Services may be permanently deleted if you delete the Account, provided we may retain certain information as required to comply with our legal obligations, resolve disputes and enforce our agreements. Deletion of the Account does not relieve You from any outstanding fees that may be owed to altshare.

4. Customer Data

- 4.1. General. Customer is solely responsible for the development, operation, maintenance, and accuracy of Customer Content. Customer warrants that Customer Content will not violate any third party intellectual property rights or any Applicable Law, including any privacy laws and such Customer Content shall not include any portion of content that is illegal, obscene, harmful, fraudulent, infringing, offensive or in any manner that is not consistent with the purposes and acceptable use of the Service. In addition, Customer warrants that Customer Content shall not include any content that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, or time bombs.
- 4.2. License to Customer Data. You grant us a worldwide, non-exclusive license to host, copy and use your Customer Data as required in order to provide You with the Services. Subject to this limited



license, we do not acquire any right in your Customer Data and You or your licensors retain all rights and ownership to your Customer Data. You warrant that You have full rights to provide to us any Customer Data that You provide through the Services.

- 4.3. Responsibility for Customer Data. The Services are not intended to be used as storage, backup or archiving services. It is your responsibility to back up your Customer Data and you are responsible for any lost or unrecoverable Customer Data.
- 4.4. Processing of Customer Data. The processing of Customer Data is subject to altshare's Privacy Policy or its Data Processing Agreement, as applicable.

5. Use Obligations and Restrictions

- 5.1. Obligations. You agree to do each of the following in connection with your use of the Services: (i) comply with all Applicable Laws, rules and regulations, including those regarding data privacy, intellectual property rights and export control; (ii) use the Services only for your own internal business purpose, and only during the Term; (iii) use reasonable security precautions for providing access to the Services by your Authorized Users.
- 5.2. Account. Unless explicitly permitted by altshare, Customer will only create one altshare Customer Account per email address. All altshare Customer Accounts will be covered by these Terms. Customer is solely responsible for the content and any activity that occurs in each Account. Customer shall: (i) not allow anyone other than Customer's or its Affiliates' Authorized Users to access and use the Account; (ii) keep, and ensure that Authorized Users keep all Account login details and passwords secure at all times; (iii) ensure that the login details for each Authorized User may only be used by that Authorized User, and that multiple people may not share the same login details; and (iv) promptly notify altshare in writing if Customer becomes aware of any unauthorized access or use of Customer's or its Affiliates' Account.
- 5.3. Restrictions. You must not misuse the Services. For example, you may not, whether by yourself or anyone on your behalf (a) sell, resell, or lease the Platform or access or attempt to access the Services by any means other than the interface we provided or authorized, including without limitation by automated means or by unauthorized users; (b) circumvent any access or use restrictions put into place to prevent certain uses of the Services; (c) use the Platform to store, share or transmit content which is unlawful, infringing, harmful, obscene, fraudulent, offensive or which violates any person's rights, including privacy rights and intellectual property rights; (d) attempt to disable, impair, or destroy the Services or Platform; (e) reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so; (f) use the Service for any benchmarking or competitive purposes; (g) take any action that imposes or may impose, at altshare's sole discretion, a disproportionately large load on the altshare infrastructure; or (h) use the Service in any unlawful manner or in breach of these Terms or Applicable Law.

6. Payments

- 6.1. Subscription Fees. Customer's access to and use of the Service is subject to Customer's payment of the subscription fees (the "**Subscription Fees**") set forth in <https://altshare.com/pricing>.
- 6.2. All Subscription Fees are non-cancelable and non-refundable. Failure to pay any amounts due may result in suspension or termination of access to the Service or Platform, in altshare's sole discretion.



- 6.3. Subscription Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on altshare’s net income or property) unless Customer provides altshare with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. Intellectual Property Rights

- 7.1. Retention of Rights. All rights not expressly granted to You under these Terms are reserved by altshare and its licensors. We and our licensors reserve all rights, title and interest to the Services, the Platform and any of their related intellectual property rights. The Terms do not convey to You an interest in or to altshare’s intellectual property rights. Nothing in the Terms constitutes a waiver of altshare’s Intellectual Property Rights under any law.
- 7.2. Feedback. To the extent You provide us any feedback, comments or suggestions (“**Feedback**”), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or services.

8. **Indemnification**. You will indemnify, defend, and hold harmless altshare, its affiliates, resellers, employees and agents (the “**Indemnified Parties**”) from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third party alleging that your Customer Data or your use of the Services infringes or misappropriates a third party’s rights, including without limitation intellectual property or privacy rights, violates Applicable Law or that your use of the Services is in violation of these Terms. For the removal of doubt, altshare will have sole discretion regarding any such proceedings as described above and the Customer will not have a right to participate in any legal or other proceedings.

9. Disclaimers of Warranties.

- 9.1. EXCEPT FOR THE WARRANTIES SPECIFICALLY PROVIDED, ALTSHARE MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY ALTSHARE SERVICE PROVIDED IN CONNECTION WITH THESE TERMS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. THE SERVICE IS PROVIDED ON AN “AS IS” BASIS AND MAY BE UPGRADED OR CHANGED FROM TIME TO TIME. ALTSHARE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY: (A) TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (B) ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER’S MISUSE OF THE ALTSHARE SERVICE (INCLUDING WITHOUT LIMITATION, ACTING IN VIOLATION OF THESE TERMS OR OTHER GUIDANCE PROVIDED BY ALTSHARE), CUSTOMER'S HARDWARE OR SERVICE OR CUSTOMER’S INTERNET OR DATA SERVICES.
- 9.2. EXCEPT AS SPECIFICALLY PROVIDED HEREUNDER, ALTSHARE MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION (i) THAT THE ALTSHARE SERVICE OR ANY COMPONENT THEREOF WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE; (ii) REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, ACCURACY OR COMPLETENESS OF THE ALTSHARE SERVICE OR ANY COMPONENT THEREOF; (iii) THAT USE OF THE ALTSHARE SERVICE WILL MEET ANY REQUIRMENTS OR



EXPECTATIONS, OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; OR (iv) THAT ANY ERROR CONDITIONS WILL BE CORRECTED.

- 9.3. ALTSHARE DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OUTPUTS OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE ALTSHARE SERVICE (COLLECTIVELY, "REPORTS"), OR THAT THE REPORTS ARE COMPLETE OR ERROR-FREE. THE REPORTS DO NOT CONSTITUTE LEGAL ADVICE, AND CUSTOMER UNDERSTANDS IT MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT LEGAL ADVICE REGARDING THE SUBJECT MATTER OF ANY REPORT AND/OR ANY SOFTWARE THAT CUSTOMER USES OR IS CONSIDERING TO USE. CUSTOMER'S USE OF AND RELIANCE UPON THE ALTSHARE SERVICE AND ANY REPORTS IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK, AND ALTSHARE SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER IN CONNECTION WITH ANY OF THE FOREGOING.

10. Limitation of Liability

- 10.1. NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:
- 10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALTSHARE, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OFFICERS, AGENTS, SUCCESSORS OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LOST OF PROFITS, ANTICIPATED SAVINGS OR BUSINESS, ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE).
- 10.3. WITHOUT DEROGATING FROM THE ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALTSHARE TOTAL AND CUMULATIVE LIABILITY UNDER THIS TERMS, OR FOR BREACH OF THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNTS RECEIVED BY ALTSHARE FROM CUSTOMER WITH RESPECT TO THE APPLICABLE PURCHASED SERVICE IN THE SIX (6) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.
- 10.4. THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY: (I) EVEN IF ALTSHARE, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

11. Term and Termination

- 11.1. Term. These Terms commence on the date you first accept them and will remain in effect until these Terms are terminated by altshare or that your subscription to the Service expires, whichever occurs first.
- 11.2. Termination. You may stop using the Services at any time and you may delete your Account. If you have a subscription term in effect, you may stop using the Services but your payment obligations will remain in effect. We may suspend or terminate your access to the Services at any time at our discretion and without notice if You do not comply with these Terms or if altshare suffers a



substantial decrease in the functionality of the Service. Upon termination of the Services to You, the Account will be terminated, and from the date of termination You will no longer be able to access your Account.

11.3. Effects of Termination.

11.3.1. Upon termination of these Terms, Customer shall, and shall cause its Authorized Users to immediately cease all access to and use of the Service.

11.3.2. Upon termination or expiration of these Terms, Customer's access to its Account shall terminate. It is Customer's responsibility to export or delete the Customer Content prior to such termination or expiration. In the event that Customer did not delete the Customer Data from the Account upon termination, altshare shall continue to store and host it until the earlier of: (i) twenty one (21) days from termination or expiration of these Terms, or (ii) Customer's written request that altshare delete such Customer Content. It is hereby clarified that for a period of five (5) days following such written request (the "**Data Retention Period**"), Customer shall still be able to make a limited use of the Service solely in order to export or delete the Customer Content (the "**Read-Only Mode**") which shall be available to Customer during the Data Retention Period at no cost to Customer, provided Customer did not otherwise delete such Customer Content. altshare is not under any obligation to maintain Customer Content after the Data Retention Period, hence the Customer Content may be deleted by altshare, at its sole discretion, thereafter. Customer acknowledges the foregoing and its sole responsibility to export and/or delete the Customer Content prior to the termination or expiration of these Terms and/or during its access to the Read-Only Mode and altshare shall not have any liability either to Customer, nor to any User or third party, in connection thereto. altshare reserves the right to permanently delete any Customer Content or other content that may be contained in Customer's Account at any time following termination and/or the expiration of the Data Retention Period, and Customer agrees to waive any legal or equitable rights or remedies it may have against altshare with respect to such Customer Content or other content that had been deleted in accordance with the foregoing.

11.4. Survival. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Indemnification, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.

12. Governing Law and Jurisdiction. These Terms are governed by the laws of the state of Israel excluding rules as to choice and conflicts of law and the courts in Tel-Aviv the state of Israel will have jurisdiction. You and altshare agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

13. General

13.1. Force Majeure. Except for a Party's payment obligations hereunder (which a Party must perform using reasonable efforts despite the force majeure event), neither Party shall be liable for any failure to perform due to causes beyond its reasonable control, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, pandemic, war, terrorism, and governmental action.



- 13.2. Changes to Terms. altshare may change the Terms from time to time, and such change will become effective upon the date on which it is posted on the Platform. You are responsible for checking the website regularly for such changes. By continuing to access or use the Services you agree to be bound by the revised Terms.
- 13.3. Severability. If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with Applicable Law to reflect, as closely as possible, the original intent of the parties.
- 13.4. Waiver. No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.
- 13.5. Relationship. Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and altshare.
- 13.6. Entire Agreement. These Terms contain the entire agreement between altshare and You relating to your use of the Services and supersedes any and all prior agreements between altshare and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by altshare in these Terms.
- 13.7. Assignment. You may not assign your rights or delegate your obligations under these Terms without altshare's prior written consent. Any purported assignment contrary to this section will be null and void. altshare may assign its obligations hereunder among the various altshare entities within the altshare group, by a change to the definition of altshare hereunder which change will become effective upon posting on the Platform.
- 13.8. No Third Party Rights. There are no third-party beneficiaries to these Terms. Without limiting this section, Users are not third-party beneficiaries to your rights under these Terms.

Contact Us. For any questions about these Terms or any other issue regarding altshare or the Services please contact us at: cs@altshre.com