

Terms of Use – Myplay Website

1. General

- 1.1. Myplay is a platform which provides a meeting place for your sports team, the team coaches and its professional managers (“**the Users**”), in which you can receive information about the team on varied interfaces, watch videos of the team games and sports training, uploaded to the website by Users, and enjoy additional services provided by the company (hereinafter jointly: “**the Services**”), all subject to the terms hereinafter.
- 1.2. The website www.myplay.com, the Services, including the company Facebook page and references to it on social media (“**the Website**”) is managed by Myplay (“**Myplay**”, “**the Company**”). For the purpose of these terms, the Company includes its parent companies, companies in its control, subsidiaries and related companies including their managers, employees, shareholders and anyone on their behalf.
- 1.3. These terms, along with the Website’s privacy policy (“**the Terms**”) constitute all terms of the agreement applying to your use of the Website.
- 1.4. The stated in these Terms refers to both genders, and the use of masculine is for convenience purposes only.
- 1.5. Your use of the Website and the Services, by any end device, network or other means of communication, constitute your consent to the stated in the Terms and your waive of any claim with regards to the stated therein.
- 1.6. Please read the Terms carefully, whereas signing up to the Website or using it express your full consent to the stated therein. If you do not agree to the Terms or any thereof, you may not use the Website or the Services.
- 1.7. Myplay may update, add or detract from the Terms at any time, at its sole discretion and without the need for giving any advance notice whatsoever, and the updated Terms shall bind from the day of publication on the website. The full responsibility for knowing the Terms, as they shall change from time to time, applies to you.
- 1.8. In any case of discrepancy between the Terms and any other publication, the provisions of the Terms shall prevail.
- 1.9. Use of some of the Services offered on the website (such as paid Services, participation in sales or benefits) may be subject to additional terms, which shall appear near those offered Services. In case of contradiction or discrepancies between the Terms of this agreement and the additional terms, the stated in the additional terms shall prevail.

2. The Nature of the Website

- 2.1. The Website is a friendly digital platform intended to be used by players, coaches, professional managers and players' parents of teams and sports clubs.
- 2.2. Via the Website it is possible to receive information, on various interfaces, regarding sports activities uploaded to the digital platform.
- 2.3. The digital platform provides group and personal behavior statistics, enables tagging players regarding different actions they performed during the activity, and tagging events while watching the games.
- 2.4. The Website is intended for personal use only and not for the User's commercial use, unless expressly stated otherwise.

3. Use of the Website by Minors

- 3.1. Use of the Website for minors under the age of 18 is subject to the approval of their parents or their legal guardian and their supervision. If you are under the age of 18, please ask your parents or your legal guardian for permission before using the Website. By using the Website, you declare to us that you have received their permission – after they have carefully read the terms of this authorization and the terms of use in this document, and have confirmed that they supervise all your activities on the website and are personally responsible for them, and that they have explained to you the meaning of the Terms.
- 3.2. For your information, since most of the Content on the Website is published by its Users and not by the Company, and is not screened by the Company, the responsibility for use and supervision of viewing and use of the Website applies to you, your parents or your legal guardian alone, and by using the Website you exempt the Company from any responsibility in this regard.

4. Signing Up to the Website and User Details

- 4.1. Use of the Website requires a sign-up process, during which you will be required to provide the requested details. Without filling in the required details in the mandatory fields you will not be able to sign up to the Website. Filling in your details when signing up to the Website will be done in accordance with the following rules:
 - 4.1.1. Providing your details when signing up to the Service constitutes a declaration on your part regarding their correctness. Do not use false, inaccurate or incomplete details during the sign-up process;
 - 4.1.2. Do not sign up with a username which is an expression which might be offensive or hurt the public's feeling;

- 4.1.3. Do not use registered trademarks or service marks, or well-known marks, or the well-known name or nickname of a person or another factor as a username;
- 4.1.4. You must keep your personal password secret, and not disclose or transfer it to another;
- 4.2. If there is concern that any person or body whatsoever is using or has used your details with regards to the Website, you must notify the Website management immediately.

5. The User's Undertakings and Declarations and Users' Content

- 5.1. Any information, text, software, music, sound, image, graphics, video, game and any other material published or sent by you to be uploaded on the Website (“**Content**”, “**User Content**”) is your full and exclusive responsibility.
- 5.2. Without derogation to the generality of the stated in the Terms, the User undertakes and declares that:
 - 5.2.1. Any Content you upload to the website is in your full and exclusive ownership and responsibility, and there is no hindrance or limitation preventing you from uploading it to the Website, including making it publicly available on the Website or publishing it publicly.
 - 5.2.2. Any Content you publish or upload to the Website will be appropriate and shall not damage any other person's rights, including another person's intellectual property rights.
 - 5.2.3. You shall not publish or upload to the Website any Content which is illegal, threatening, rude, sexual, blunt, offensive, which might hurt or harass another, or which constitutes libel, violation of privacy or harming public feeling, or which breaches the provisions of any law.
 - 5.2.4. You shall not publish or upload to the Website any advertising and commercial content whatsoever.
 - 5.2.5. When using the Website and its services, you shall not act in a way which is harmful or which violates the rights of another person, in a way which is illegal, which encourages or incites to commit an offence, or which might harm society.
 - 5.2.6. You shall not publish or upload to the Website Content which includes personal information about another person, unless he has given his consent to do so.
 - 5.2.7. You shall not publish or upload to the Website Content which by nature is not suitable to be viewed by children.

- 5.2.8. You undertake to report to the Company regarding any publication of an offensive, misleading or inappropriate nature which you have encountered when using the Website, or publication which breaches copyrights.
- 5.3. If the Company believes you have violated one or more of the Terms, it shall be entitled to block your entry to the Website or the Service, in whole or partly, and you shall not have any claim or request in this regard.
- 5.4. With regards to the Content in which you appear or which you have uploaded to the Website, you grant the Company a non-exclusive, unlimited, global license which is transferable and for no consideration, to use the Content on the Website or in the framework of other websites or publications, on any media whatsoever. By uploading Content to the Website, it does not damage or rule out copyright from the owners of copyrights in the Content, or transfer them to the Company.
- 5.5. Myplay is entitled, at its sole discretion, to incorporate commercial and other advertisements on the Website, including advertisements which shall refer to the User Content.
- 5.6. Myplay is not obligated to supervise the Users and the User Content and it does not do so. However, Myplay reserves the right to view the published Content, to refuse to publish Content from the beginning, to delete Content after its publication or to change it, at its sole discretion, without the need for giving an advance notice to the User, and without it detracting from the User's responsibility for the Content uploaded to the Website.
- 5.7. The User undertakes to exempt the Company in a final, absolute and irrevocable manner from any responsibility to any damage, loss or expense, of any type whatsoever, which were caused or which shall be caused to him, which are related, directly or indirectly, to User Content uploaded to the Website.
- 5.8. The User undertakes to compensate and indemnify the Company for any damage, loss or expense (including legal fees), of any type whatsoever, which were caused or which shall be caused to the Company, and which are related, directly or indirectly, to the Content uploaded by the User to the Website, immediately at the Company's first request.
- 5.9. If, for any reason whatsoever, the Company shall stop providing some of the Services on the Website, as part of which User Content was stored, the Company shall be entitled to delete or to not save any information or Content uploaded by you or accumulated regarding you on the Website, without the need for giving advance notice in this regard. You shall have no claim or request towards the Company for fully or partially stopping the Services, deleting information as stated and any damage, loss or expense, if any shall occur to you subsequently.

6. Intellectual Property

- 6.1. The copyrights and intellectual property rights in the Website and the Services belong to the Company, or to third parties which have granted it the authorization to use them in the framework of the Website and the Services.
- 6.2. In this regard, the Company is the sole owner of the Website's tradenames and trademarks, the Website's patents and samples, whether registered or not registered, trade secrets involved in the Website operation and providing the Services, the Website design, the technological information involved in its operation, including software, applications, graphic files and others, computer codes, texts, or any other information included therein ("**the Information**").
- 6.3. It is prohibited to copy, distribute, duplicate, present publicly, or deliver to a third party the Information and the User Content or any part thereof. It is prohibited to change, publish, broadcast, transfer, sell, distribute, present publicly, process, create derivative works, or to make any commercial use whatsoever, in the Information and User Content, partly or fully, temporarily or permanently, unless it is with the Company's expressed pre-written approval.
- 6.4. It is prohibited to exhibit the Information or the Content, including video and audio segments, which appear on the Website, in framing or in any other way or method which is not a direct link to the original and complete internet page of the website on which the Information or Content appears.
- 6.5. The Company is entitled to remove or block any link to a website or its services, at its discretion, and the User who has created the aforementioned link shall not have any claim in this regard.
- 6.6. Any copying, distributing, delivering, making available publicly, broadcasting or publishing regarding Information or Content which is included on the Website, which were not expressly permitted, are prohibited, unless the Company has given its pre-written consent to do so.

7. Information Security

- 7.1. Myplay takes means in order to enable you safe usage, and to ensure that use of the Website shall be secure, accurate, complete and interruption-free, however it cannot guarantee complete immunity from attempts to infiltrate its systems, interruptions or disruptions which shall be caused to the computer systems or the proper action of the Website and the Services, and it cannot undertake that use of the Website shall be secure and free of viruses, worms, harmful components or other limitations, and it shall not bear any responsibility for damages which shall be caused, if any shall be caused, to the User as a result of these factors with regards to his activity on the Website. You shall not have any claim or request towards Myplay for a case as stated above, including with regards to any direct or indirect damage which you shall incur due to a case as stated.

7.2. You undertake that your use of the Website shall be done in accordance with any law, and that you shall not perform any action of infiltration, disruption or assisting such actions. For your information, infiltrating the Website's computer systems constitutes a severe criminal offence.

7.3. Without derogation to the generality of the foregoing, it is prohibited to operate or enable the operation of any computer application or another means, including robot and crawler software and such, for the purpose of searching, scanning, copying or automatically restoring Content from the Website. It is prohibited to create and use means as stated for the purpose of creating a collection or database which shall contain Content from the Website, without the Company's approval.

8. Mailing

8.1. The User expressly agrees and confirms that the email address provided by him when signing up to the Website, as well as further identification and contact details you have enabled us with access to, shall serve the Company or anyone on its behalf, for the purpose of sending various content to the User, including via direct mailing, and including sending notices and updates (which do not constitute an advertisement), as well as sending various advertisements in accordance with Article 30(a) of the Communications Law (Telecommunication and Broadcasts), 5742-1982. Notices as stated may be sent to the User in a variety of methods, including, but not limited to, email, mobile text messages (SMS), fax, direct mailing, automatic telephone dial and such.

8.2. The User shall be able, at any time, to notify us of his refusal to receive advertisements or to remove himself from any mailing list of the various mailing methods, as specified on each mailing notice and advertisement which shall be sent to you, and you shall have no claim whatsoever towards the Company with regards to receiving mailing as stated. In addition, if you are not interested in receiving notices of this kind, please send your request to be removed from the Website's mailing list to: Support@myplay.systems.

9. Limitation of Liability

9.1. For your information, most of the Content on the Website is published by other Users and is not screened by Myplay, thus the responsibility for using the Website lies with you, and by using the Website you exempt Myplay from any responsibility in this regard, including with regards to any damage which shall result from relying on the Content or using it. In this regard, Myplay is not responsible for the violation of intellectual property rights with regards to User Content.

9.2. The Company does not control and is not responsible for Information or Services provided or published by others, including other content websites referred to by a link for User convenience from the Website.

- 9.3. Any User reliance on Content, Information, advertisements, products, opinions and positions presented or published on websites which are referred to or linked as stated, is done at the User's discretion and at his full and exclusive responsibility.
- 9.4. The Company is not responsible for the Content of advertisements presented on the Website by advertisers, and these are done with the advertiser's responsibility alone. However, the Company reserves its right to remove advertisements at its sole discretion, if it shall be found to be offensive.
- 9.5. The various Services offered on the Website can be used as-is and as-available. Therefore, you shall not have any claim or request towards the Company for the qualities of the Website and the Services offered therein, and use of the Website shall be done at your exclusive and full responsibility.
- 9.6. In any case, and to the maximal extent permitted by law, the Company shall not be responsible for any damage, whether direct, indirect, random, consequential or any damage of any type whatsoever, resulting from use of the Website or in its regard, including due to a delay or inability to use the Website Services, and even if the Company was notified of the possibility of the damages' occurrence.
- 9.7. The Company does not undertake that the Website and the Services included therein shall not be disrupted, shall be given regularly without breaks, shall be managed securely and without errors, and shall be immune to unauthorized access to the Company computers or to damages, faults or failures in hardware, software, lines and communication systems.
- 9.8. The Company is not responsible for Users' opinions, Content or messages uploaded to the Website or any other Company Service. In addition, the Company is not responsible for any damage, loss or expense incurred by the User as a result of User Content uploaded to the Website and as a result of storage, usage or operation of the Website or the Services, including due to breaching of intellectual property rights or violation of privacy.
- 9.9. The Company's lack of responsibility shall also apply even if it was notified of the possibility of any damage whatsoever, which may be caused to any third party whatsoever with regards to the Website, the use thereof or the inability to use it, User Content, the cancellation of the Services, limiting or stopping them. The Company's lack of responsibility shall also apply even if the Company has tried to assist in solving a problem out of its own good will – such assistance shall not be construed in any way as imposing any responsibility whatsoever on the Company.
- 9.10. You declare and confirm that this limitation of liability is the result of risk distribution between the parties, and that it is reasonable and acceptable considering the Terms of engagements and its amount.

9.11. In any case where it is ruled that any responsibility whatsoever applies to the Company for any reason whatsoever, the Company's liability shall be limited to the amount actually paid for the Services provided to you by it, and the Company shall not be required to bear additional reliefs beyond this amount.

10. Cancellations

10.1. Cancellation of transactions shall be done in accordance with the provisions of the Consumer Protection Act, 5741-1981. For your information, in accordance with the law it is impossible to cancel a transaction for a product made by a special request.

10.2. A notice of cancellation shall be transferred in writing by the Website's "contact us" page. The Company shall honor a request for cancelling an order not yet in work.

11. Disconnecting, Stopping and Changing

11.1. The Company is entitled to remove any Content from the Website, at its sole discretion and without the need for giving notice to the Users in this regard, including blocking, limiting or stopping the provision of the Services on the Website, fully or partially, among others under circumstances where a User has used the Website in a way which might disrupt the Website or the Services offered therein to another User, or in a way which constitutes a civil or criminal tort, or in a way which contradicts or violates the Terms.

11.2. The Company shall attempt to cause that the Website and its Services are always available. However, it is impossible to undertake to continuous, fault-free availability. In case of a fault on the Website, the Company shall act to return it to activity as soon as possible, as well as in the case of stoppage for maintenance purposes. In addition, the Company is entitled to disconnect or limit or stop the provision of the Services at all times, including, but without derogation, for the purpose of performing maintenance or a vital or immediate establishing on the systems used by it, during national emergencies or for reasons of national security.

11.3. Blocking, stopping or limiting the Services as stated above, shall not impose any responsibility whatsoever on the Company, or detract from the User's responsibility to act at all times in accordance with the Terms. It is clarified that no financial compensation or credit shall be given for stopping the Website activity, even if the User or any third party shall incur any direct or indirect damage whatsoever as a result.

11.4. The Company could change, from time to time, the Website structure, its appearance, the Services on the Website, the scope and availability of the Services and any aspect related to them – all without the need to notify the User. The User shall not have any claim or request towards the Company for making changes as stated or for faults which shall occur while performing them.

12. Privacy Policy

12.1. By agreeing to these Terms, you confirm that you have read the Website's privacy policy with regards to the Website and the Content therein, that it is acceptable by you and that you agree to all that is stated therein. The Website's privacy policy constitutes an inseparable part of these Terms.

13. Assignment of Rights

The Company is entitled to assign or transfer its rights and undertakings in accordance with these Terms, in whole or partly, to third parties.

14. Violation of the Terms and Conditions and the Terms of Use

14.1. The Website Use undertakes to compensate and indemnify the Company, for any damage, loss, loss or profit or expense (including legal fees) which shall be caused to the Company due to the violation of the Terms on his part. The stated does not detract from any other relief to which the Company is entitled by any law. The User's undertaking for indemnification shall apply in any case, whether the Company or anyone on its behalf are party to the action or not.

14.2. Without derogation to the generality of the foregoing, the Use shall pay damages resulting from his responsibility, as stated above, immediately at the Company's first request.

15. The Applicable Law and Jurisdiction

The laws of the state of Israel shall apply to this agreement and to any matter related to the agreement and pursuant thereto. The competent court in Tel-Aviv – Yafo is granted unique and exclusive jurisdiction to discuss the agreement and any matter related to the agreement and pursuant thereto.

16. User Inquiries

The Company ensures upholding the provisions of the law and respects the rights of the Website Users and others, including their right for privacy and reputation. If you believe that Content was published on the Website, which damages you for any reasons whatsoever, as well as any inquiry regarding the Website or the Services provided in its framework, you may contact us according to the following details, and we shall attempt to respond within 7 business days. In any question, inquiry or request regarding the use of the Website you may contact the Company by email: Support@myplay.systems.