

Terms and Conditions

TrenDemon's Platform and Application

Please read carefully the following Terms and Conditions ("T&C's" or "Agreement") before using the Platform or the Application. By using the application you agree to be bound by these T&C's. Please do not use the Platform or the Application until you have carefully read, understood and agreed to the T&C's. In addition, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require original non-electronic signature or delivery or retention of no-electronic records, to the extent permitted under applicable law.

If you do not agree to these T&C's, DO NOT use the Platform or the Application.

1. Definitions

The following terminology applies to these T&C's and to the Privacy Statement herein:

- 1.1 "User", "You" and "Your", are interchangeable and refers to the authorised user of the Platform and Application, the person using the Platform and Application and accepting the T&C's.
- 1.2 "The Company", "Ourselves", "We" and "Us", are interchangeable and refer to Trendemon LTD.
- 1.3 "Parties", or "Party" - refers to both the Users and the Company, or the User or the Company, respectively.
- 1.4 "Application" refers to the Company's application which interfaces with the Platform through Facebook accounts (or other Social Channels' accounts).
- 1.5 "Platform" refers to the Company's online content marketing system – Trendemon.
- 1.6 "Service or Services" - refers to the Company's services provided via the Platform for the benefit of the Users. These include, but not limited to: Recruiting and engaging audience members, tracking their performance and engagement levels in content distribution opportunities, communicating with the members, rewarding them and analyzing their respective audiences.
- 1.7 "Social Channels" refers to social networks (such as: Facebook.com, Twitter.com, LinkedIn.com and any other social network); blogs; content websites; and any other internet websites or applications that you will be using in connection with the Platform.
- 1.8 "Content" means any publication made by User using the Platform, its Services or the Application, and by any means, including websites addresses and any form, of information, including, but not limited to comments, posts, links to other websites, images, videos, audios, and clips.
- 1.9 "Link" refers to any reference of data that a person can directly follow and which points to a certain Content.

1.10 "Conversion" refers to the number of actions performed by the audience of a member, counted and recorded at the Company's database per a specific campaign in which a member participates.

2. User Account, Password, and Security

Upon completing the registration process you will be assigned with an account, to which you will be required to choose a password. You are solely responsible and liable for maintaining the confidentiality of your password and information associated with your account. You agree to exit from your account at the end of each session with the Platform or Application. You are responsible and liable for any and all activities that may take place, or occur under your account.

You further undertake to promptly notify the Company in the event your password or account have been used without the proper authorization or if there are other breaches of security of which you become aware. The sale or transfer of control of any of the Company's accounts by the registered account holder to any other individual or party is strictly prohibited. Such sale or transfer immediately terminates this Agreement, and the provisions of Section 8 will apply.

3. Use of the Platform and the Application

3.1 Authorised Use

Authorized User must agree to these T&C's, and submit her or his true personal information when required to do so. You hereby declare and represent that you meet these conditions, and are aware of the provisions of these T&C's, and to their full meaning and implications.

The Company hereby grants you, and you hereby agree to accept, a personal, non-exclusive, non-sublicensable, non-transferable limited license and right to use the Platform and the Application in accordance with their intended use. As such You are not allowed to copy or reverse engineer the Platform or the Application in any way or sub-lease it to any third party. You acknowledge and understand that unauthorized use of the Platform or the Application, is a violation of copyright laws of Israel and other countries and international conventions and treaties, and of these T&C's. You have no right to receive, use or examine any source code or design documentation relating to the Platform and the Application, perform reverse engineering or any other action that violates the Company's intellectual property rights, of any kind.

Please note, that when using Social Channels, you may be bound by additional terms and conditions of such Social Channels.

3.2 Unauthorised Use and Fraudulent Activity

(a) You shall not, and shall not authorize, encourage, engage or allow, any third party to:

(i) directly or indirectly generate queries, referral events or impressions of or clicks on any link through any automated, deceptive, fraudulent or other invalid means, including but not limited to, through repeated manual clicks, robots, software,

hardware or any other automated query tools and/or computer-generated search requests, and/or the unauthorized use of other search engine optimization services;

(iii) display any webpage or any website that contains any hate-related, violent, pornographic, drug and alcohol abuse, adult or criminal or illegal content;

(v) crawl, spider, index or in any non-transitory manner store or cache information obtained from any source or disseminate malwares or viruses;

(vi) create a new account to use the Platform or the Application or both, after the Company has terminated the T&C's with You as a result of your breach of these T&C's;

(vii) engage in any action or practice that reflects poorly on the Company or otherwise disparages or devalues the Company's reputation or goodwill;

(xi) act in any way that violates any T&C's, as may be revised from time to time, or any other Agreement between You and the Company.

4. Indemnification

You agree that the Company shall have no liability whatsoever for any use made by you or any third party of the Application and/or the Platform. You hereby agree to defend, indemnify and hold the Company harmless and its affiliates and their respective officers, directors, agents and employees from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fee) arising from claims related to your use of the Application and/or the Platform, including, but not limited to, infringement of intellectual property rights, and any claim for third party's damages, arising from failure to comply with these T&C's.

5. Member Perks

The User's members may receive from the User rewards or other consideration for performing tasks in the Platform, and based on the specific terms and conditions published by the User.

It is hereby understood by the Users' members that the delivery of any consideration is made by, and under the sole responsibility, of the relevant User. The Company will not be responsible in any case that the User fails to deliver such consideration.

6. WARRANTY

THE PLATFORM AND THE APPLICATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, AND TO ANY REMEDY AGAINST

THE COMPANY, WHETHER IN CONTRACT, TORT, DELICT, QUASI-DELICT OR OTHERWISE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES FROM PLATFORM AND THE APPLICATION WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE. THE COMPANY MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY, CORRECTNESS, TIMELINESS, PERFORMANCE, AVAILABILITY OR SUITABILITY OF ANY SERVICE OR INFORMATION PROVIDED BY IT, AND TAKES NO RESPONSIBILITY THEREFORE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES SO SOME OF THE PRECEDING EXCLUSIONS MAY NOT APPLY.

7. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR DIRECT OR INDIRECT DAMAGES, INCLUDING, AND WITHOUT LIMITATION: LOSS OF DATABASE AVAILABILITY, APPLICATION AND/OR DATABASE PERFORMANCE DEGRADATION OF ANY KIND; LOSS OF PROFIT OR LOSS OF REVENUES ARISING OUT OF YOUR USE OR INABILITY TO USE THE PLATFORM AND/OR THE APPLICATION OR PRINTED INFORMATION ACCOMPANYING IT, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST THE USER. THE COMPANY IS NOT LIABLE OR RESPONSIBLE, IN ANY MANNER, FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE IN WHATEVER MANNER CAUSED, HOWEVER CAUSED, RESULTING FROM ANY USER'S DISCLOSURE OF INFORMATION TO THIRD PARTIES, OR USER'S FAILURE TO SAFEGUARD ANY PERSONAL INFORMATION UNDER SECTION 2 ABOVE . IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED **THE LOWER** OF (A) \$1,000, OR (B) THE TOTAL NET REVENUE ACTUALLY RETAINED BY COMPANY UNDER THIS AGREEMENT THROUGH YOUR ACTIVITIES IN THE THREE (3) MONTHS PRECEDING THE APPLICABLE CLAIM

WE PROVIDE A COMMERCIAL INFORMATION DISTRIBUTION PLATFORM. AS SUCH, WE ARE NOT LIABLE FOR THE DISTRIBUTED CONTENT, ITS QUALITY AND/OR CREDIBILITY. WE ARE NOT LIABLE FOR ANY ABUSIVE CONTENT WHICH INFRINGES, IN ANY WAY, SHAPE OR FORM ANY RIGHTS, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY RIGHTS AND RIGHTS ARISING FROM INFRINGEMENTS OF SECTION 3.2. OF THESE T&Cs.

8. Term and Termination

This Agreement shall be in force starting the time you start using the Platform and will continue until terminated by either Party. Both the User and the Company have the right

to terminate this Agreement for any reason, and without any further notification (subject to any specific provisions detailed in the direct agreement between the Company and the User).

In the event the Company believes or suspects that the information provided by the User is misleading, fraudulent, obscene, inaccurate or is in violation of any applicable law or these T&C's, or is illegal or abusive behaviour in any other manner, then the relationship between the Parties under these T&C's will be immediately terminated; the User's account will immediately be shut down and the Company shall have the right to suspend any Users' accounts suspected of such activity, and no refunds shall be offered. The Company is also allowed to delete any or all of the information under such circumstances.

We will take legal action against any Users who attempt any unauthorized activity under Section 3.2. above. Furthermore, we are using advanced fraud detection algorithms which are admissible in court of law.

9. Copyright Notice

Copyright and other relevant intellectual property rights exist on all text relating to the Company's Services and the full content of the Platform and Application. The Company's logo is a trademark of this Company in Israel and other countries. The brand names and the Services of this Company featured in the Platform and Application are trademarked.

10. Force Majeure

Neither Party shall be liable to the other for any failure to perform any obligation which is due to an event beyond the control of such Party including but not limited to any act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, nor any such event which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the T&C's of any Agreement contained herein.

11. Waiver

Failure of either Party to insist upon strict performance of any provision of these T&Cs or any other agreement or failure of either Party to exercise any right or remedy to which it's entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations under these T&Cs or any other agreement and shall not affect the validity of these T&C's or any part thereof, including the Privacy Statement, or the right thereafter to enforce each and every provision. No waiver of any of the provisions of under these T&Cs or any other agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

12. General

The laws of Israel govern these T&C's, excluding choice of law provisions. You further consent to these T&C's and to the exclusive jurisdiction of the courts in Tel-Aviv District, Israel in all disputes arising out of these T&Cs. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. These T&C's shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

The User may not assign its rights and obligations under these T&Cs without Company's prior written consent.

13. Notification of Changes

The Company reserves the right to change the T&Cs from time to time as it sees fit and Your continual use of the Platform or Application, or both will signify Your acceptance of any adjustment to these terms. If there are any changes to our Privacy Policy, we will announce that these changes have been made on our Platform. You are therefore advised to re-read this statement on a regular basis. The full responsibility to know the T&Cs of the Platform and Application rests solely on You.

Your accessing of this Platform and/or Application indicates your understanding and acceptance, of the full T&C's contained herein. Your statutory Consumer Rights are unaffected.

In any question regarding the platform or application, feel free to contact us at: info@trendemon.com

Good luck and enjoy the Platform and Application,

Team TrenDemon

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PRIVACY STATEMENT

We are committed to protecting your privacy. Authorized employees within the Company only use any information collected from individual customers on a need-to-know basis. We will investigate any unauthorized actions against computer systems and data with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible. By using the Platform and the Application, your information will be stored in the databases of the Platform and can be used to provide you with relevant opportunities or contact you. We reserve the option to send you emails containing commercial information, and you can choose to unsubscribe from these messages and notifications at any time. You also agree to allow the Company to use the information provided by You, and in accordance with the terms and conditions of the Social Channels.

Although we are employing information security procedures and systems to protect our Platform, we cannot guarantee that use of the Application or the data stored in the Application or the Platform will be fully inaccessible to unauthorized person. As a result, the Company will not be responsible for any damage to Users caused by unauthorized access. The Platform and the Services it provides are not financed, operated or in any way affiliated with the different Social Channels.

We may modify this Privacy Statement defined in T&Cs Section 13 at any time by publication on our Platform. Your continued usage of our Services following such publication on our Platform will be deemed conclusive acceptance of the revised T&Cs. In the event of transferred ownership of the application, we reserve the right to transfer the data to the new owners.

We use IP addresses to analyze trends, administer the Platform, track User's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Moreover, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not sold; rent disclosed or shared with third parties and is used only within this Company on a need-to-know basis. [Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission]. Any emails sent by the Company will only be in connection and related with the provision of agreed Services herein.

Like most interactive web sites this Company's Platform and Application uses cookies to enable us to retrieve User details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.