

End User License Agreement (EULA)

Hereafter the “Agreement” and “the License” accordingly

1. **The License allows IP NINJA users to browse through residential IP addresses** (the “Service”), using a system which redirects their communication via other devices (the “System”). The IP Ninja License (the “License”) is granted for a non-commercial use according to the Terms defined in this Agreement. License is granted to allow clients to access the System, in accordance with terms and conditions of the License Agreement and Terms of Use.
2. **The License and Agreement are subject to Terms of Use of this Site**, including terms which are defined in the Terms of Use document. Please consult Terms of Use document, including but not limited for any term appearing in this License in capital letters. In any case License terms and Terms of Use terms are in disagreement, Terms of Use terms shall be decisive.
3. This License Agreement (the “Agreement”) is an agreement between IP Ninja (“Site Managers”) and you and/or the entity you represent (the “Client”). Client and Site Managers are Parties to this Agreement and each of them a Party.
4. This Agreement takes effect when you click an “I Accept” button or, if earlier, when you access or use any of the System (the “Effective Date”). You represent to us that you are lawfully able to enter into this Agreement and/on behalf of the Client.
5. **Grant of License:** During the term of this Agreement, Site Managers grant the Client a limited, non-exclusive, time-limited license to access and use the System, subject to terms and conditions in the License Agreement and Terms of Use. The License is granted on an individual basis and cannot be sublicensed. Site Managers reserve any and all rights not expressly granted in this Agreement, including, but not limited to rights to the System.
6. **Free use:** The service you chose to use is free; however, some of the functionalities and options will not be available to you in this version. Site managers reserve the right to change the terms of the license without prior notice and without the need to request your approval for these changes. The Site managers shall not be responsible in any manner for the way in which these changes will take effect on you.
7. **Disclaimer of Warranties:** SITE MANAGERS PROVIDE THE USE OF THE SYSTEM ON “AS IS” BASIS AND IT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, TO THE CONDITION, VALUE OR QUALITY

OF THE SYSTEM, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ACCURACY, ABSENCE OF VIRUSES OR ANY DEFECT THEREIN, WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

SITE MANAGERS FURTHER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE USE OF THE SYSTEM WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE, OR THAT ANY INFORMATION CONTAINED THEREIN WILL BE ACCURATE OR COMPLETE.

8. **Warranties and Representations by the Client: The Client warrants, represents and covenants to Site Managers that it shall only use the System in a lawful manner and shall not, under any condition, intentionally use the System in violation of applicable law or regulations or any third party rights worldwide (including intellectual property rights), or for governmental uses.**

In addition, the Client warrants, represents and covenant to Site Managers Not use the license to the System granted herein to: (i) distribute cracking, warez, ROM, virus, adware, worms, trojan horses, malware, spyware or any other similar malicious activities and products or any other computer code, files or programs designed to interrupt, hijack, destroy, limit or adversely affect the functionality of any computer software, hardware, network or telecommunications equipment; (ii) cause any network resource to be unavailable to its intended users, including, without limitation, via "Denial-of-Service (DoS)" or "Distributed Denial-of-Service (DDoS)" attack; (iii) distribute any unlawful content or encourage any unlawful activity; or (iv) cause any damage or service disruption to any third party computers or service.

9. **Indemnification and Limitation of Liability**

The Client shall indemnify and hold harmless Site Managers and each of Site Managers' shareholders, directors, officers, employees agents and/or representatives against any loss, liability, damages or claims resulting from Client's breach of its undertakings, warranties and representations hereunder and Client's use of the System.

Site managers do not take any responsibility and will not be liable for any damage to PC, data stored on PC or any other damage including third party damages inflicted on user by use of service.

In no event other than stated above will either of the Parties be liable under this Agreement for any consequential, special, indirect or punitive damages or for any loss,

profits or revenue (whether in contract, tort, negligence or any other legal theory) in any way relating to this Agreement (“**Event**”), even if the other Party had been informed in advance of the possibility of such damages. The Parties’ aggregated liability under this Agreement for any claim or damage or series of such is limited to the amount of fees actually received by Site Managers from Client under this Agreement during the one month period to the Event.

10. Temporary Suspension

Site Managers in its sole discretion and at any time, may suspend Client right to access or use the System immediately upon notice to Client if Site Managers determine that:

Client use of or registration for the Service (i) poses a security risk to the System and/or any third party, (ii) may adversely impact the System or any other Site Managers customer, or any other third party, including but not limited to, by way of causing a user to be blocked from certain websites, networks or services, (iii) may subject Site Managers, our affiliates, or any third party, to liability, or is in breach under any applicable laws or regulations, (iv) may be fraudulent, (v) may disparage or devalue Site Managers’ reputation and/or goodwill and/or good name; or (vi) is in breach of any of the terms stipulated in the this License Agreement or Terms of Use; or Client is in breach of this Agreement, including if Client fails to pay in accordance with Terms of Use and License Agreement.

11. Disclosure of Information

Site Managers shall have the right, but not the obligation, to monitor Client’s use of the System for billing purposes and to verify no misuse or network abuse. Site Managers may share the Client’s relevant information with any authority in case of a complaint or a lawsuit, if Site Managers determines that it is necessary to comply with law, regulation, subpoena or court order. Client is advised to carefully read the Terms of Use for the Privacy Policy stipulated there.

12. Term and Termination

This Agreement begins on the Effective Date and will continue as long as Customer is connected and using the service, under the terms of this Agreement.

Site Managers shall be entitled to terminate this Agreement immediately by written notice to the Client if (a) any act or omission by Client results in a suspension described in Section 6.1; (b) the Client does not comply with any representation or warranty found in this License Agreement and/or Terms of Use; (c) the Client engages in any action or activity that, in Site Managers’ sole discretion, places Site Managers at risk under any

applicable laws or regulations. Site Managers shall not be liable to the Client or any third party for the termination of this Agreement.

The client shall be entitled to terminate this Agreement by providing the Site Managers an advance written notice. The Agreement will be terminated within 2 weeks since the written notice.

Upon termination, any outstanding Consideration amounts shall immediately become due and payable, the license granted herein shall be terminated and the Client shall immediately stop using the System.

13. Miscellaneous

This Agreement constitutes the entire understanding between the Parties with respect to the matters referred to herein. No modification or other amendment to this Agreement shall be valid unless reduced to writing and signed by both parties.

If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions will remain in full force and effect as if said provision never existed.

No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof.

14. Compliance with Laws and Regulations

Parties shall meet the requirements, law and regulations relevant to export control, security clearance, safeguarding and transfer of information and data.

15. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of Israel.

16. Settlement of Disputes

In the event of a dispute, controversy or claim (hereinafter referred to as "Dispute"), arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, the Parties shall use their best endeavours immediately to resolve the Dispute amicably.

If, within a period of one (1) month, the Parties fail to resolve amicably the Dispute, then such Dispute shall be brought to the courts of law in the city of Haifa, Israel, which shall have exclusive jurisdiction.

17. Entirety of Agreement

- 17.1. This is the entire License Agreement. It may change from time to time. It is the responsibility of the Client to check changes as most recent version of Agreement shall apply.