

## **Terms of Use**

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMERS CAREFULLY BEFORE USING THIS WEBSITE.

### **Acceptance of terms**

Upstream Commerce Inc. ("Upstream") maintains this website (the "Site") and grants you access and use solely for your own personal use. Your access to and use of this Site is subject to the following Terms of Use.

The most current version of the Terms of Use may be accessed by clicking on the "Terms of Use" hypertext link located at the bottom of the Site and it is your responsibility to keep informed on any changes or modifications hereto.

Upstream may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms of Use because they are binding on you, and any use of the Site constitutes acceptance of the terms contained herein. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

Be advised that Upstream may periodically revise the information; services and resources contained in this Site and reserves the right to make such changes without any obligation to notify past, current or prospective visitors.

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You will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use or any applicable laws.

## **Privacy policy**

Upstream's use of any personal data you submit to the Site is governed by the Site's Privacy Policy, as set out herein below.

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Upstream's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to US\$ 10.00.

## **Indemnification**

You agree to defend, indemnify and hold Upstream harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from and related to your use of the Site or any breach of law or these Terms of Service.

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This Site may contain statements, estimates or projections that constitute "forward-looking statements" as defined under U.S. federal and any other applicable securities laws. Any such forward looking statements are inherently speculative and are based on currently available information, operating plans and projections about future events and trends. As such, they are subject to numerous risks and uncertainties. Actual results and performance may be significantly different from Upstream's historical experience and our present expectations or projections. Upstream undertakes no obligation to publicly update or revise any forward-looking statements.

## **Jurisdiction**

These Terms of Use are governed and interpreted under the laws of the State of Israel. By using the Site you consent that the courts located in Tel-Aviv-Jaffa, Israel shall have exclusive jurisdiction over any action arising any dispute, claim or action arising from these Terms of Use.

Any cause of action or claim you may have with respect to the Site must be commenced within one (1) year after the claim or cause of action arises.

If any portion of these Terms of Use is deemed unlawful, void or unenforceable, then that part shall be deemed severable and shall be construed in accordance with applicable law. Such a term will not affect the validity and enforceability of any remaining provisions.

Upstream's failure to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit Upstream's rights with respect to such breach or any subsequent breaches.

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# **Privacy Policy**

## **Our Commitment to Privacy**

We believe that the responsible use of personal information collected on the Site is critical to our business goals and reputation.

As part of our commitment to privacy we have implemented appropriate protections and have adopted this Privacy Statement.

The extent and type of information we receive from you depends on the information you provide to us through our contact details and/or through any registration processes on the Site.

## **Collecting Information**

When users visit the Site or subscribe to our newsletter, we may collect "Personal Information," which is any information that can be used to identify a particular individual, such as name, address, e-mail address, telephone number, or other contact information.

In addition, "cookies" (i.e. small text files placed on your computer when you first visit the site) are used on the Site. We may use such cookies, or other analytics software to collect information about your visits to the Site, including the pages you view, the links and ads you click, search terms you enter, and other actions you take in connection with the Site.

We may also collect certain information from the browser you used to come to Site, such as your Internet Protocol (IP) address, browser type and language, access times, the Uniform Resource Locator (URL) of the website that referred you to the Site and to which URL you browse away from the Site if you click on a link on the Site. When other non-public information, such as types of content, preferences or browsing history, is directly associated with personally identifiable information, that other information will be treated by Upstream as Personal Information.

## **Use of Information**

We only use your personally identifiable information to process transactions, respond to your requests, to subscribe for our newsletter, to provide you with information about Upstream's services, but may also use it to provide you with marketing material about Upstream's services and to send you newsletters or promotional e-mails.

We also use personal information for the purposes of providing you with our services, maintaining our relationship with you (such as informing you of properties and services that may be of interest to you) and for our other related business activities.

## **Sharing Information**

The Personal Information you provide to us will be retained only for as long as necessary to fulfill the purposes for which the information was collected or as required by law. We do not share personal information with third parties except as necessary to carry out our business or as required by law or other legal processes.

We never sell your personal information and any personal data collected by Upstream may be transferred to our subsidiaries, affiliated companies, vendors, consultants, or other service providers who need access to such information to carry out work for us, and where it is necessary to carry out our business.

By submitting data through Upstream electronically, you are providing explicit consent to trans-border transmission of data collected via the Site.

## **Your Choices Regarding Your Personal Information**

Upstream respects your choices about how your Personal Information is used when you register with us, elect to receive our newsletters, or provide us with Personal Information for other purposes.

If you choose not to provide any Personal Information when requested on the Site, you can still enjoy most of its areas. However, you may be unable to access certain areas and services that require our interaction with you.

## **Security**

We will take all reasonable and appropriate measures to protect the personal information you share with us from unauthorized access or disclosure.

## **Linking to Other Sites**

We are not responsible for any content, products or services offered on any third-party websites. Links to third-party websites are provided for your convenience only. This Privacy Policy will not apply to any Personal Information that you provide to, or that is collected by, any third-party website operator or third-party product/service provider.

Additionally, the Site may include social media features. These social media sites may automatically record information about your browsing behavior every time you visit a site that has a social media button, regardless of whether you click on the button. Your interactions with these features are governed by the privacy policy of the company providing the feature, not by our privacy policy. Please review your privacy settings on social media sites.

## **Location and Acceptance of Use**

Upstream operates the Site from its offices in New York City, NY in the United States but all matters pertaining to the Site are governed and interpreted under the laws of the State of Israel.

## **Online Privacy Policy Updates**

We may make changes to our Online Privacy Policy from time to time. Please review our policies regularly as updated policies will apply to your future visits to the Site.

## **Your Consent**

By using the Site, you consent to the terms of our Privacy Policy and to Upstream's collecting and processing of your Personal Information for the purposes listed herein. Your Personal Information will be processed in Israel and other countries in which Upstream's backup storage may be located.

Upstream is committed to complying with all applicable laws regarding consumer privacy. At a minimum, your Personal Information will be processed in accordance with the terms of this Privacy Policy and the laws of the State of Israel, which may be more or less stringent than the laws in your country

**Last updated on January 6<sup>th</sup>, 2016**