

## TERMS OF SERVICE

Welcome to Samplead, a generative AI sales platform developed and operated by Antword Inc. (“**Antword**” or “**we**”, “**us**”, “**our**”) that offers unique prospecting & personalization at scale platform (the “**Platform**”) to locate, target and create tailored messages for potential leads (“**Prospect(s)**”). The Platform is accessible through our <https://samplead.co/> website, which also includes content and information about our technology and products (the “**Website**”) (collectively, the “**Service**”).

The Service is available for businesses who purchased subscription plans to use the Platform and for individuals who access or interact with our Website (“**You**”, “**User**”). These Terms of Service (“**Terms**”) form a binding agreement between you and Antword, and they govern your use of the Service through any means we support. The Service is intended for US persons only.

By registering to, accessing or using the Service in any other manner, you indicate that you accept and agree to these Terms, including the Privacy Policy. If you do not agree to these Terms in their entirety, you must cease your use of the Service.

Here are the key points of these Terms. They are only brought for your convenience and do not substitute the full Terms.

- By accessing or using our Service, you agree to be bound by these Terms.
- **Limited License.** Subject to these Terms, we give you a limited license to use the Service.
- **Age Restrictions.** The Service is permitted to be used only by individuals who are at least 18 years of age.
- **Acceptable use.** You may use the Service for your own internal business purposes only. The Terms also define the acceptable and unacceptable use of the Service.
- **User account suspension.** We may temporarily or permanently deny, limit, suspend, or terminate your User account if you misuse the Service.
- **Privacy.** Please refer to our Privacy Policy at: [WWW.samplead.co].
- **Intellectual property.** All rights, title and interest in and to the Service, including all intellectual property rights, are owned by – or licensed to us. We do not own the content you provide to the Service but you grant us a license to use it.
- **Availability.** We do not warrant or guarantee that the Service will operate without disruption, errors, or interruptions, or that it will be accessible, or available at all times, or immune from unauthorized access.
- **Disclaimer of warranty.** Our Service is provided for use “AS IS”. We disclaim warranties and representations, either express or implied, with respect to the Service.
- **Indemnity.** You will indemnify us for any costs or damages if you misuse the Service.
- **Limitation of liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE WILL NOT BE LIABLE FOR ANY INDIRECT DAMAGES.
- **Law & jurisdiction.** Use of the Service is governed by the laws of the state of Israel and subject to the exclusive jurisdiction of its courts.
- **Contacting us.** You may contact us with any question, request, comment, or complaint with respect to the Service or these Terms, at [sales@samplead.co](mailto:sales@samplead.co) or through our contact form at: <https://samplead.co/contactform/>.

## **ABOUT THE SERVICE**

The Service includes our Website and the generative AI sales platform that uncovers and executes opportunities to reignite dormant leads when they show intent, by using publicly available information and machine learning to generate triggered content quickly and accurately.

## **REGISTRATION AND USER ACCOUNT**

The Website is available for both registered and non-registered Users. However, the Platform is available for registered Users only. Registration shall be made through the Service and through a third party provider account, such as LinkedIn (“**Third Party Provider Account**”).

Upon registration, we explicitly indicate the fields for mandatory completion. You must submit only true, accurate and complete details for your registration. Incorrect or outdated information may prevent you from registering to the Service and impair our ability to provide you with the Service and to contact you.

## **USE OF THE SERVICE**

Subject to these Terms, we hereby grant Users who purchased subscription plans to use the Platform and subject to their timely payment, a worldwide, limited, revocable, non-exclusive, non-sub-licensable, non-transferable and non-assignable right and license, until the termination or expiration of these Terms, the termination of their User account or the deletion of the Service, to use the Platform in accordance with these Terms, for their own internal business purposes, to generate tailored content, locate and target potential Prospects only. Users may use the Website for their individual and internal purposes only. Users may not use the Service for any purpose which was not explicitly permitted by these Terms.

You are prohibited from selling or transferring your User account or your login details – such as username and password - in any way to any third party.

You are fully accountable for any outcome that may result from your failure to provide true, accurate and complete details if you choose to sign-up to our Service directly and through a Third Party Provider Account. Samplead is not authorized as an official feature of LinkedIn. You are solely responsible and liable for all activities performed with or through your User account due to breaching these terms or use of the Third Party Provider Account terms.

## **PAYMENT FOR THE SERVICE**

To use the Platform, you will be required to pay for a monthly subscription plan as may also provided to you in a proposal, the terms of which are incorporated to these Terms by reference (the “**Proposal**”). Payment is available through and operated by third party payment processors such as Stripe. We reserve the right to support different types of payment methods for our Service.

Subscription plans and order related inquiries are operated by us. A delay in payment exceeding 7 days may automatically result in the cancellation of your subscription and User account. Unless otherwise mandated by law, all your payment obligations to Antword are non-

cancellable and all amounts paid in connection therewith are non-refundable.

Fees we present on the Service are exclusive of value-added-tax or other taxes (such taxes to be borne by you). To the extent that we are required by law to do so, you authorize us to charge you with the applicable taxes in accordance with tax laws. Please note that payment may be subject to commissions charged by external service providers in accordance with their terms of service. You will bear sole liability for paying those commissions.

Subject to the terms of any applicable Proposal, you can cancel your subscription or send order related inquiries at any time by contacting us at Gadi@samplead.co. Your cancellation will become effective only at the subsequent subscription period (e.g., the next month, for a monthly subscription), such that you will still be charged for the current subscription period but will not be further charged for subsequent subscription periods.

### **CONTENT AND USER CONTENT**

You may upload, create, use, edit, or otherwise provide content to the Service, such as the questionnaires you fill for Identifying your target audience, and list of example leads from your CRM. Content that you upload, create, use, edit, or otherwise provide through the Service will be referred to as “**User Content**”.

We highly recommend that you take caution with the User Content you decide to provide to the Service, such as personal information that may breach your or others’ privacy. You hereby warrant that you have all rights, consents, licenses and authorizations to use and share the User Content, including from relevant third parties.

You may find content on our Service not compatible with your expectations, unhelpful, erroneous, objectionable, annoying, improper, unlawful, or even immoral. We do not endorse or sponsor the content on our Service, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for the content on our Service.

If you find content on the Service that violates these Terms, please let us know by contacting us at Gadi@samplead.co We will review and determine the appropriate steps to take.

We may, but are under no duty to, review content made available through the Service. We may, in our sole discretion, temporarily or permanently delete or block access to content on our Service, if we find such content in violation of these Terms.

### **ACCEPTABLE USE OF THE SERVICE**

You are solely responsible for all acts or omissions associated with your access and use of the Service and the access and use of the Service by anyone on your behalf.

When using the Service, you must refrain from –

- Breaching the Terms or any other applicable rules and instructions that we may convey with respect to the use of the Service;
- Engaging in any activity that constitutes or encourages conduct that would constitute a

- criminal offense, give rise to civil liability or otherwise violate any applicable law;
- Interfering with, burdening or disrupting the functionality of the Service;
- Breaching the security of the Service or identifying any security vulnerabilities in it;
- Knowingly and intentionally providing and erroneous or malicious User Content;
- Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Abusing, harassing, threatening or intimidating other users of the Service;
- Using or launching any automated system, including robots, crawlers and similar applications to collect or compile content from the Service, or in such ways that may impair or disrupt the Service's functionality;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity; or
- Collecting, harvesting, obtaining, or processing personal information of or about other Users of the Service.
- Posting User Content which may be considered as -
  - Infringing or violating intellectual property rights of other parties, including copyrights, patents, trade secrets and trademarks;
  - Identifying minors, their personal details or their address and ways to contact them;
  - Software viruses, Trojan Horses, worms, vandals, spyware, ransomware and any other malicious applications;
  - Constituting a violation of a person's right to privacy or right of publicity; or
  - Threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable
- You may not access or use the Service in order to develop or create a similar or competitive product or Service.

### **USER ACCOUNT SUSPENSION**

In addition to any remedies that may be available to us under any applicable law, we may, upon notice to you, temporarily or permanently deny, limit, suspend, or terminate your User account, prohibit you from accessing the Service and take technical and legal measures to keep you off the Service, if we determine, in our reasonable discretion that -

- You abused your rights to use the Service;
- You breached the Terms;
- You performed any act or omission that violates any applicable law, rules, or regulations;
- You have performed any act or omission which is harmful or likely to be harmful to us, or any other third party, including other Users of the Service;
- You used the Service to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such act;
- You deliberately submitted false information or have failed to comply with our requests for information regarding your identity; or
- You have transferred your User account to another person or entity;

- You have failed to meet your payments obligations to Antword.

## **PRIVACY**

**We respect your privacy. Our Privacy Policy [\[Link\]](#), and the Data Processing Addendum we have provided you (if applicable), which are incorporated to these Terms by reference, explain the privacy practices on the Service.**

## **INTELLECTUAL PROPERTY**

All rights, title and interest in and to the Service, the Service's software and the Service's content, including, without limitation, patents, copyrights, trademarks, trade names, Service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are owned by, or licensed to us. We do not claim ownership of your User Content.

You may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make non-permitted use, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Service's software, which is subject to intellectual property rights or other proprietary rights, either by yourself or by a third party on your behalf, in any way or by any means, including, but not limited to electronic, mechanical or optical means, without prior written authorization from us or if not explicitly permitted in these Terms.

You may not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to our trademarks, Service marks and logos. You must refrain from any action or omission which may dilute or tarnish our goodwill.

In the context of a proof-of-concept process or otherwise, you may provide us with feedback, including information pertaining to bugs, errors and malfunctions of the Service, performance of the Service, the Service's compatibility and interoperability, and information or content concerning enhancements, changes, or additions to the Service that you would like to have, desire or suggest. When you do so, you assign all right, title and interest in and to that feedback to us, including the right to make commercial use thereof, for any purpose we deem appropriate, without charge. You are not entitled to receive any remuneration for our use of your feedback, you represent that the feedback is original or that you have any intellectual property rights necessary to make the submission without restriction. Further, you waive any past, present or future moral rights you may have in the feedback.

## **CHANGES IN THE SERVICE**

We may maintain the Service with periodic releases of updates or upgrades. We will determine, in our discretion, the frequency and scope of such updates and you will have no plea, claim or demand against us or our directors, officers, employees, agents, advisors, consultants, shareholders, subcontractors and assignees (collectively, our "**Staff**"), for any of these releases or the lack thereof.

We may also, at any time and without prior notice, change the layout, design, scope, features or

availability of the Service. If you have an active subscription plan for the Platform, we will only do so in a manner that does not materially diminish the performance or features available on the Platform.

We may temporarily suspend the operation of the Service for maintenance purposes and will aim to do so in a fashion that minimizes the impact on the Users of the Service.

### **AVAILABILITY AND QUALITY**

The availability, quality and functionality of the Service depends on various factors, including software, hardware, communication networks, and the quality of broadband/cellular/WiFi network connectivity, which are provided by third parties, at their responsibility. These factors are not fault-free.

WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS, GLITCHES OR UNAUTHORIZED ACCESS.

### **AGE RESTRICTION AND ELIGIBILITY**

If you are under the age of 18, you may not use the Service in any way. By using, accessing, or registering with the Service, you declare that you are 18 years of age or older.

### **CHANGES TO THE TERMS AND FEES**

We may change these Terms, in whole or in part, at our own discretion and at any time, and will provide you with a notification thereof through the Service. Your continued use of the Service after being informed of the changes to these Terms indicates your consent to them.

We reserve the right to change from time to time and in our own discretion the Service fees and the subscription plans. If we do so, we will notify you of such changes in advance, by sending a message to the email you provided during registration. Your continued use of the Service after we sent the notification will constitute your consent to the new Service fees or subscription plans.

If you do not accept the amended Terms or the updated Service fees and subscription plans, we may terminate the Terms and your User account. The latest version of the Terms and its effective date will always be accessible through the Service.

### **DISCLAIMER OF WARRANTY**

THE SERVICE IS PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". WE AND OUR STAFF DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, YOUR USER ACCOUNT, THE CONTENT, ANY INTERACTION RELATED TO THE SERVICE AND ANY INTERFACE BETWEEN YOU AND THE SERVICE.

WE AND OUR STAFF DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, RELIABILITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, AVAILABILITY, SAFETY, SECURITY OR ACCURACY – REGARDING THE SERVICE.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK. YOU HEREBY ACKNOWLEDGE AND BEAR ALL RESPONSIBILITY, RISKS, DAMAGES AND LOSS THAT MY BE RESULTED OR ASSOCIATED WITH USING THE SERVICE.

### **LIMITATION OF LIABILITY**

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE AND OUR STAFF SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, CONTRIBUTION, INDEMNITY, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE SERVICE, THE CONTENT, THE USE OF OR THE INABILITY TO USE THE SERVICE OR YOUR USER ACCOUNT. NOTWITHSTANDING ANYTHING OTHERWISE SET FORTH ABOVE, WE AND OUR STAFF HAVE NO LIABILITY FOR ANY DIRECT DAMAGES RESULTING FROM YOUR UNACCEPTABLE USE OF THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT OR FRAUD, THE TOTAL AND AGGREGATE LIABILITY OF ANTWORD AND ITS STAFF, FOR ANY AND ALL DIRECT DAMAGES ARISING FROM OF OR RELATED TO THESE TERMS, THE CONTENT OR THE SERVICE, IS LIMITED TO THE FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO OUR LIABILITY.

### **INDEMNIFICATION**

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, Antword and its Staff at your own expense and immediately after receiving a written notice thereof, from and against any damages, loss, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, allegation or demand, arising from, or in connection with your use and access to the Service in violation of any term of these Terms.

### **TERMINATION OF THESE TERMS**

Subject to the terms of any applicable Proposal, you may, at any time, terminate these Terms and your User account by providing us written notice of termination to Gadi@samplead.co

We may terminate these Terms and your license to use the Service by issuing you a notice of such termination. Upon termination of these Terms or your User account, for any reason -

- Your right to use the Service is terminated and you must immediately cease using the Service;
- We reserve the right (but have no obligation) to delete all of your User Content and User account data stored on our servers.

Sections in these Terms that by their purpose of nature should survive the termination of these Terms, will so survive.

## **GOVERNING LAW**

These Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the state of Israel. Any dispute, controversy or claim which may arise out of or in connection with these Terms or the Service, shall be submitted to the sole and exclusive jurisdiction and venue of the competent courts in the District of Tel-Aviv-Jaffa, Israel.

## **GENERAL**

These Terms, together with any Proposal (if applicable), constitute the entire agreement between you and us concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements regarding the Service.

These Terms do not create any agency, partnership, employment, trustee, or other type of legal relationship between you and Antword, other than that of two independent contractual parties.

Failure on our part to demand performance of any provision in the Terms shall not constitute a waiver of any of our rights under the Terms.

You may not assign or delegate these Terms or any of your rights, performances, duties, or obligations hereunder. Any purported assignment or delegation, in contravention of the above, will be null and void. In the event of a merger, acquisition, change of control or the sale of all or substantially all of our equity or assets, we may, upon notice to you and without obtaining your consent, assign and delegate these Terms, in their entirety, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party. With such assignment, transfer and delegation, we are irrevocably and fully released from all rights, performance, duties, liabilities and obligations under these Terms.

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of the Terms shall continue to remain in full force and effect.

## **CONTACT US**

At any time, you may contact us with any question, request, comment, or complaint that you may have with respect to the Service or these Terms, at: [sales@samplead.co](mailto:sales@samplead.co) or through our contact form at: <https://samplead.co/contactform/>.

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