## TERMS OF SERVICE

Welcome to Samplead, a generative AI sales platform developed and operated by Antword Inc., d.b.a Samplead ("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 <u>https://samplead.co/</u> website, which also includes content and information about our technology and products (the "Website") (collectively, the "Service").

Please read the following Terms of Service ("**Terms**") carefully before using our Website and/or registering for, accessing, or using the Platform so that you are aware of your legal rights and obligations.

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.

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 are entering into these Terms on behalf of your employer or another legal entity, you represent and warrant that you have full authority to act on behalf of the employer or other legal entity and bind such employer or other legal entity to these Terms. If you do not agree to these Terms in their entirety, you must cease your use of the Service. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

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. These 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 <u>here</u>, as may be updated from time to time.
- 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 AND OUR LIABILITY FOR DIRECT

DAMAGES IS LIMITED TO THE FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO OUR LIABILITY.

- 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 <a href="mailto:sales@samplead.co">sales@samplead.co</a> or through our contact form at: <a href="https://samplead.co/contactform/">https://samplead.co/contactform/</a>.

## 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.

## AGE RESTRICTION AND ELIGEBILITY

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.

## **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. As between us and you, you alone shall be responsible and liable for maintaining the confidentiality and security of the account credentials, as well as for all activities that occur under or in such account. You must notify us immediately of any breach of security or unauthorized use of your account.

## 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, until the termination or expiration of these Terms, the termination of their User account or the deletion of the Service, to access and 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. Antword 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 or the Third Party Provider Account terms.

### PAYMENT FOR THE SERVICE

To use the Platform, you will be required to pay according to the subscription plan as may also provided to you in a proposal, a quote or other similar ordering document, which was accepted by you, 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.

Unless otherwise specified in your Proposal, at the end of your billing cycle your subscription to the Platform shall automatically renew for additional billing cycles (as applicable to your subscription), unless otherwise cancelled by you according to your Proposal or these Terms.

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.

## CONTENT AND USER CONTENT

You may upload, create, use, edit, or otherwise provide content to the Service, such as, but not limited to 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**". As between the Parties, you are, and shall be, the sole and exclusive owner of all User Content. You acknowledge that the Service does not operate as an archive or file storage service. You are solely responsible for the backup of User Content and other safeguards appropriate for your needs.

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 rights. You hereby warrant that you have all rights, permissions consents, licenses, authorizations and have acted in compliance with any and all applicable laws and regulations, including privacy laws and regulations, to collect, use, process, transfer, provide, make available and share the User Content with Antword, its affiliates, and hosting providers and authorize us to use all intellectual property rights in and to your User Content to enable inclusion and use thereof as part of the Service.

You represent and warrant to Antword that any User Content you provide is accurate, complete, and lawfully obtained under an appropriate privacy notice.

You hereby grant us and our affiliates a worldwide, royalty-free, paid-up, non-exclusive, sublicensable (through multiple tiers of sublicensees and service providers) right and license to access, store, display, and use, User Content, in any media format and through any media channels, for the purpose of providing the Service, for development and/or improvement, and/or for statistical purposes (internally or externally), comply with applicable law, enforce Antword's terms and policies, keep the Service safe and for otherwise performing duties under these Terms.

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 Sales@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 these 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;
- $\circ$   $\;$  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 (and the Output Data, as defined below) in order to develop or create a similar or competitive product or Service, whether aggregated or non-aggregated or whether identifiable or non-identifiable.
- You shall not resell, distribute or sub-license the Output Data, or any functionality similar or equivalent version of the Output Data.
- You shall not use the Output Data: (a) in any manner that violated applicable laws, including, in a manner that constitutes unlawful "spam" or email marketing.

# 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 these 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.

## <u>PRIVACY</u>

Our privacy policy is available <u>here</u> ("**Privacy Policy**"). You hereby warrant, represent and covenant that you will comply at all times with any and all applicable laws, including, without limitation, privacy and data protection laws and regulations when using the Service. In some countries or jurisdictions, you may be required to implement additional steps, obtain consent or implement additional legal bases in order to comply with applicable law and before further processing the information of data subjects and businesses. The Service is provided solely upon your request and instruction. You hereby agree and understand that we have not obtained any consent on your behalf, therefore, you are solely and fully responsible for: (i) obtaining any

consent, authorization, or permission to market any person or business, and (ii) implementing any applicable and required opt-out and/or unsubscribe requirements and mechanisms.

To the extent that you need a data processing agreement("**DPA**") you may request a copy by emailing us at Info@samplead.co, and must return it signed to us as described therein.

To the extent that the we share with you any data or information (the "**Output Data**"), which may include personal data which is subject to the General Data Protection Regulation in the EU and/or the UK (the "**GDPR**"), you agree and understand that each party is a separate and independent "controller" with respect to such data. Notwithstanding anything in these Terms to the contrary, you shall not use any information subject to the UK/EU GDPR unless it is for a purpose that constitutes a "legitimate interest" as defined in the applicable UK/EU GDPR, or unless you have another lawful basis to process such personal data.

The Output Data may not be unique across users and the Service and may generate the same or similar Output Data for different customers. You should evaluate the Output Data as appropriate for your use case, including to determine whether you should take any action or implement any additional steps before making use of the Output Data (for example, any compliance step under applicable laws, including, without limitation, marketing and spam laws). You shall carefully test, review, and vet the Output Data before you use and/or implement it. In addition, you shall not engage in any automatic decision making (including, without limitation, profiling), or make any automatic decision, relating to any person, which has a legal effect or a similarly significant effect on that person, all the foregoing as prohibited or limited by the GDPR or the UK GDPR. Any use of the Output Data by you (during and after the subscription period) shall be your sole and exclusive responsibility and liability.

#### **INTELLECTUAL PROPERTY**

The Service is licensed to you and not sold to you under these Terms. All rights, title and interest (including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith), in and to: (i) the Website and Platform, including any software and the Service's content, including graphics, photos, sounds, content, videos, interactive features, trademarks, service marks and logos contained therein, (ii) any Feedback (as defined below); (iii) any anonymous information, data, reporting, suggestions, analyses, and/or intelligence, which is derived from the use of the Service (i.e., metadata, aggregated, statistics and/or analytics information security findings or discoveries, etc.) which is not personally identifiable information and any data that is based on, created from, or about your access or use of the Service, including version, setup, configuration, integration, logs, IP address, and consumption; and (iv) any improvements, derivative works, and/or modifications of/to any of the foregoing, regardless of inventorship or authorship; 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.

If we receive any feedback (e.g., questions, comments, suggestions or the like) regarding the Service (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to us and that such shall be considered Antword's confidential information. You hereby irrevocably, fully and unconditionally transfer and assign to Antword all intellectual property rights and remaining rights you have in such Feedback, without any further step or payment being necessary, and waive any and all moral rights you may have in respect thereto, and the right to assert or take legal action in connection with such rights. It is further understood that use of Feedback, if any, may be made by Antword at its sole discretion, and that Antword in no way shall be obliged to make use of any kind of the Feedback or part thereof.

## 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

We represent and warrant that: (i) the Platform and related services to be performed by Antword will be performed in a professional and workmanlike manner and (ii) to Antword's knowledge the Platform does not infringe any third party copyrights or trade secrets.

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.

The Service is not intended to, and will not, operate as a data storage or archiving product or service, and you agree not to rely on the Service for the storage of any User Content whatsoever. You are solely responsible and liable for the maintenance and backup of all User Content.

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.

#### INTEGRATIONS

We may allow you to link, connect, use or integrate with several third-party software, files, components, integrations, and materials. All of the foregoing will be at your sole risk and responsibility and solely in accordance with the applicable third-party license agreement. You may allow us to automatically retrieve data from your or your third-party systems or services for you ("Integrations") by activating links within the Service. You hereby represent and warrant that you have the permission, authority, and rights for such Integrations and hereby grant Antword permission for Integrations where you link your or your third-party systems in your user account or through such tools as Antword may provide. Antword disclaims any liability associated with providing Integrations on your behalf. When you connect your systems, tools, or accounts for Integrations, you authorize Antword to: (i) store and use any data and use any materials Antword needs to do the Integration and provide you the Service, (ii) gather any data reasonably necessary for Antword to provide the Service to you; and (iii) otherwise take any action as is reasonably necessary for Antword to provide the Service to you. You agree that third-party service providers are entitled to rely on the foregoing authorization you have granted. You hereby agree that if your rights and authority to allow Antword automatic access to such system(s) lapses, you will immediately disable such Integrations from within your user accounts.

### 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**

EXCEPT AS SPECIFIED IN THESE TERMS, 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.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

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.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT OR FRAUD AND OUR INDEMNIFICATION OBLGIATION FOR IP INFRINGEMENT CLAIM: 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 (12) MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO OUR LIABILITY.

## **INDEMNIFICATION FOR IP INFRINGEMENT CLAIM**

Antword agrees to defend, at its expense, any third party action or suit brought against User alleging that the Platform, when used as permitted under these Terms, infringes intellectual property rights of a third party ("IP Infringement Claim"); and Antword will pay any damages finally awarded by court against User that are attributable to any such IP Infringement Claim, provided that (i) User promptly notifies Antword in writing of such claim; and (ii) User grants Antword the sole authority to handle the defense or settlement of any such claim and provides Antword with all reasonable information and assistance in connection therewith, at Antword's expense. Antword will not be bound by any settlement that User enters into without Antword's prior written consent.

If the Platform becomes, or in Antword's opinion is likely to become, the subject of an IP Infringement Claim, then Antword's may, at its sole discretion: (a) procure for User the right to continue using the Platform; (b) replace or modify the Platform to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Antword's reasonable efforts, then Antword may terminate these Terms and the affected Proposal(s) upon written notice to User, and User shall be entitled to receive a pro-rated refund of any prepaid fees under such Proposal(s) based on the remaining period of the corresponding subscription term.

Notwithstanding the foregoing, Antword shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Antword's compliance with User's instructions or specification; or (ii) combination or use of the Platform with equipment, devices or software not supplied by Antword's.

This Section states Antword's entire liability, and User's exclusive remedy, for any IP Infringement

Claim.

# USER 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 cancel your subscription to the Platform by sending a cancellation request via email to Info@samplead.co. Such request must contain the email address applicable to your account and shall 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, all provided that you delivered a cancelation notice at least 30 days prior to the end of your current billing cycle.

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.

## <u>GENERAL</u>

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: <a href="mailto:sales@samplead.co">sales@samplead.co</a> or through our contact form at: <a href="https://samplead.co/contactform/">https://samplead.co/contactform/</a>.

Last updated: October 2024.