

# **Terms of Use**

## **General**

These Terms of Use ("**Terms**") are a legal agreement between AverJoe Ltd. ("**AverJoe**") and yourself ("**you**"). By indicating your acceptance to these Terms ("I agree") and/or by accessing or using any services offered from time to time by AverJoe ("**Services**") you agree that you have read, understood, accept and agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services. AverJoe reserves the right, in its sole discretion, to revise or modify these Terms at any time, and you agree to be bound by such revisions or modifications. You are responsible for reviewing these Terms periodically. Your continued use of the Services after a change or modification of these Terms has been made will constitute your acceptance of the revised Terms. If you do not agree to the Terms your only remedy is to discontinue your use of the Services. If you violate the Terms, AverJoe reserves the right to immediately terminate or suspend any or all accounts you have created using the Service. You agree that AverJoe need not provide you notice before terminating or suspending your account(s).

## **Description of Services**

AverJoe is a fun social slot machine application which allows you to receive points by playing and winning slot machine games, which points may be used in accordance with the game rules as may be posted by AverJoe from time to time and changed at its discretion. AverJoe includes additional services such as app recommendations (for apps not already used on your mobile phone) and providing you with valuable information about the applications you already use. AverJoe may also predicts which of the applications you have installed you will use next.

AverJoe may change any part of the Services, including adding or removing any functionality, look and feel, content, etc., at any time or discontinue the Services or any part thereof, for any reason, without notice to you and without liability. Among others, AverJoe may charge you fees and/or commissions for the use of the Services in accordance with its policies from time to time.

Please be advised that, in addition to any other restrictions set forth in these Terms, AverJoe strongly objects to any use of its application and Services in a manner which can constitutes a breach of Apple's and/or Google's terms and conditions, including without limitations in any manner which can be construed as an attempt to manipulate or cheat any user reviews or chart ranking in any applications store with fake or paid reviews, or any other inappropriate methods, and/or any other way or promoting apps which is not in strict compliance with Apple's and/or Google's terms and conditions.

## **Registration**

You may register to use AverJoe by providing the requested information or by logging on through a social media account ("**Login Information**"). We may change the method of registration or logging on, including the types of accounts and the Services provided through them, at our discretion. You shall not share your Login Information or do anything else that might jeopardize the security of your account. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of your Login

Information, including purchases, whether or not authorized by you. You are responsible for anything that happens through your account, whether or not such actions were taken by you, including without limitations for any activity that violates these Terms or is otherwise improper or illegal.

AverJoe reserves the right to refuse to allow any user to open an account for any reason at its sole discretion. You agree that you will supply accurate and complete information to us in the creation of your account and the use of the Services, and that you will update such information promptly after it changes. You shall have all responsibility for any inaccuracies in any information you provide to us, or in respect of your failure to keep such information up-to-date.

By registering through a social media account, you represent and warrant that such account is yours and you have all right to provide us with the information in such account according to the terms and conditions of the applicable social network.

## **License and Termination**

Subject to your full compliance with these Terms, during the period these Terms are in effect, AverJoe grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Services. Use of the Services shall be solely for your own, private, non-commercial entertainment purposes. You hereby acknowledge that your license to use the Services is limited by these Terms, and, if you violate or if, at any point, you do not agree to any of these Terms, your license to use the Services shall immediately terminate, and you shall immediately refrain from using the Services. If the Services or any part thereof is determined to be illegal under the laws of the country in which you are situated, you shall not be granted any license to use the Services, and must refrain from using the Services.

AverJoe may suspend or terminate your account without notice for any reason, including, but not limited to, a suspected violation of these Terms or the spirit of these Terms, extended periods of inactivity, fraudulent, harassing or abusive behavior, illegal or improper use of your account, illegal or improper use of the Services or any User Content (as defined below) or behavior that is harmful to other users, third parties, the community ethos of our Services or our business interests - all as determined by AverJoe in its sole discretion. AverJoe is not required to provide you with any notice before suspending or terminating your account. In the event that we terminate your account, you may not register for the Services again without our expressed permission.

In addition, if we believe, in our sole discretion, that a violation of these Terms or any illegal or inappropriate behavior has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services. We will fully cooperate with any law enforcement investigation or court order requesting or directing us to disclose the identity, behavior or activities of anyone believed to have violated these Terms or to have engaged in illegal behavior. Please note that any suspension or termination of your account shall not affect your obligations to us under these Terms (including but not limited to ownership, indemnification, any representations and warranties made by you, and limitation of liability), which by their sense and context are intended to survive such suspension or termination.

## **User Content**

You hereby acknowledge and agree that you are publishing any content published by you through the Services through the use of technology and tools provided by AverJoe, that you are publishing such content willingly and that you own such content, have all rights to publish such content and that your publishing of such content complies with all applicable laws and regulations. You may not distribute, sell, transfer or license any such content in any manner, in any country, or on any social network, or other medium without the explicit prior written permission of AverJoe. Any data, text, graphics, photographs, or any other content, and their selection and arrangement, uploaded to the Services by you or by any other user ("**User Content**") are subject, whether in whole or in part, to unlimited worldwide commercial, non-commercial and/or promotional use by AverJoe. User Content also includes any feedback, comments or ratings provided by any user.

AverJoe is not obligated to regulate User Content and AverJoe provides no representations or guarantees regarding the accuracy, quality, or integrity of any User Content. By using the Services you may be exposed to material you find offensive or objectionable. AverJoe will not under any circumstances be responsible or liable for any User Content, including, but not limited to, errors in any User Content or any loss or damage incurred by use of the User Content or for any failure to or delay in removing User Content. AverJoe reserves the right (but shall at no time be obligated) to, in its sole discretion, remove, block, edit, move, disable or permanently delete User Content from the Services with or without notice for any reason whatsoever, and shall not have any liability in that respect.

## **Communication Channels**

The Services may include communication channels such as forums, communities, or chat areas ("**Communication Channels**") designed to enable you to communicate with other Service users. AverJoe is under no obligation to monitor these communication channels but may do so, and reserves the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at its sole discretion. AverJoe may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by AverJoe, and these communications should not be considered reviewed or approved by AverJoe. You will be solely responsible for your activities within the Communication Channels and under no circumstances will AverJoe be liable for any activity within the Communication Channels. You agree that all your communications within the Communication Channels are public, and you have no expectation of privacy regarding your use of the Communication Channels. AverJoe is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

## **Restrictions**

You may not, nor may you assist other parties to (1) copy, modify, or create derivative works of the Services, (2) reverse-engineer, disassemble, or attempt to derive the source code of the software used to provide the Services, or (3) attempt to disable or circumvent any security mechanism of the Services.

You further agree that: (i) in using the Services, you will comply fully with these Terms and with all applicable laws, regulations, statutes, ordinances, and the Terms herein, (ii) you shall

not defraud, or attempt to defraud, AverJoe or other users, act any way which might adversely affect AverJoe or its business or otherwise act in bad faith in your use of the Services. If AverJoe determines that you do act in violation of these Terms, or that your actions fall outside of reasonable community standards, AverJoe may, at its sole discretion, prohibit you from using the Services.

Without derogating from the above, you shall not: (i) Access any Services through the use of a pre-paid credit card, if you are under the age of 18; (ii) Upload, post, transmit or otherwise disseminate material that is pornographic, sexual or that is otherwise offensive or objectionable; (iii) Libel, defame, stalk, intimidate, threaten, harass, or abuse anyone, hatefully, racially, ethnically or in any other manner; (iv) Upload or transmit files that contain viruses, Trojan horses, worms, time bombs or any other similar harmful software or programs; (v) Violate the contractual, personal, intellectual property or other rights of any party; (vi) Engage in any fraudulent activity with respect to payment methods or advertiser tracking mechanisms; (vii) Violate any applicable laws or regulations, or encourage or promote any illegal activity including, but not limited to, copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services; or (viii) Interfere with the ability of others to enjoy using the Services, or take actions that interfere with or materially increase the cost to provide the Services for the enjoyment of all its users.

## **Intellectual Property (IP)**

AverJoe retains all rights in the AverJoe application and/or in the Services including any content included therein (and including, without limitations, in any software, designs, graphics, texts, information, pictures, video, sound, music, and other files, and their selection and arrangement), including, without limitation, copyrights, patents, trademarks, database rights and trade secrets in the foregoing (collectively, "**AverJoe's IP**"). You are not required to provide us with any feedback or suggestions regarding the Services. However, should you provide us with comments or suggestions for the modification, correction, improvement or enhancement of Services then you agree that no such feedback shall be subject to any obligation of confidentiality, that all intellectual property (and any other rights) in such feedback shall be exclusively vested in us and that we may use or publish such feedback at our discretion.

The entire contents of the Services are protected by applicable copyright, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Services pursuant to these Terms or otherwise exploit any of the AverJoe's IP. The foregoing shall not apply to your own User Content that you post through the Services in accordance with these Terms. All other uses of copyrighted or trade mark material, including any derivative use, require explicit, prior written permission from AverJoe. Any reproduction or redistribution of materials not in accordance with these Terms is explicitly prohibited and may result in the termination of your account as well as severe civil and criminal penalties.

AverJoe and/or its licensors and affiliates own all right, title, and interest, including copyrights and other intellectual property rights, in and to all the AverJoe's IP. You hereby acknowledge

that you do not acquire any ownership rights by using the Services or by accessing any of the AverJoe's IP, or rights to any derivative works thereof.

## **Disclaimer of Warranty; Limitation of Liability**

You agree that your use of the Services shall be at your sole risk. To the fullest extent permitted by law, AverJoe, its shareholders, affiliates, officers, directors, employees, consultants, agents and other representatives, disclaim all warranties, explicit or implied, in connection with the AverJoe applications, any of the Services and your use thereof including implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness. AverJoe makes no warranties or representations about the accuracy or completeness of the content of the Services and/or any content provided therein and of the content of any sites linked to the Services and assume no liability or responsibility for any: (i) Errors, mistakes, or inaccuracies of content; (ii) Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services; (iii) Any unauthorized access to or use of AverJoe's secure servers and/or any and all personal information and/or financial information stored therein; (iv) Any interruption or cessation of transmission to or from the Services; (v) Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party; or (vi) Any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services.

In no event will AverJoe, its directors, officers, agents, contractors, partners and employees, be liable to you or any third person for any special, direct, indirect, incidental, special, punitive, or consequential damages whatsoever including any lost profits or lost data arising from your use of the Services or other materials on, accessed through or downloaded from the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not AverJoe has been advised of the possibility of these damages. IN ANY CASE, OUR ENTIRE LIABILITY UNDER ANY PROVISION OF THESE TERMS SHALL NOT EXCEED AMOUNTS PAID BY YOU DIRECTLY TO US FOR THE USE OF THE SERVICES HEREUNDER. AS SUCH, IF YOU HAVE NOT MADE ANY PAYMENTS TO US IN ORDER TO USE THE SERVICES, WE SHALL NOT HAVE ANY LIABILITY TO YOU WHATSOEVER. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You agree to indemnify and hold AverJoe, and each of its shareholders, affiliates, officers, directors, employees, consultants, agents and other representatives, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with: (i) Your use of and access to the Services; (ii) Your violation of any term of these Terms; (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) Any claim that a user submissions made by you has caused damage to a third party; or (v) Any User Content you post or share on or through the Services.

## **General**

In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision as permitted by applicable law, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint

venture, or partnership relationship between you and us or enables you to act on our behalf. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and supersedes any other agreements, understandings or warranties. Nothing contained in these Terms shall be construed to limit the actions or remedies available to us with respect to any prohibited activity or conduct. Non-enforcement of any term of these Terms does not constitute consent or waiver, and we reserve the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. We may assign our rights under these terms to any third party. You may not assign your rights or obligations hereunder except as we expressly permit in writing. Any notice to be provided to you pursuant to these Terms may be provided to the email address or other contact information you have provided to us. By using or visiting the Services, you agree that the laws of Israel without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and AverJoe. Any claim or dispute between you and AverJoe that arises in whole or in part from your use of the Service shall be decided exclusively by a court of competent jurisdiction located in Israel and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in such. AverJoe reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms for any changes. Your use of the Services following any amendment of these Terms will signify your assent to and acceptance of its revised terms. If there are any questions regarding these Terms you may contact us to the following address: TOC@AverJoe.com

## **Privacy Policy**

AverJoe Ltd. ("**AverJoe**") is committed to protecting the privacy of its users. This Privacy Policy has been created to inform you about how AverJoe manages, collects, stores and uses the information you provide in connection with any of AverJoe's services ("**Services**"). By using the Services, you agree to the collection and use of your personal information as outlined in this Privacy Policy. AverJoe may amend the Privacy Policy from time to time, and AverJoe encourages you to review this Privacy Policy regularly for any changes.

## **Information Collected**

AverJoe's primary objective in collecting user information is to provide and enhance the Services and to enable users to enjoy the Services. When you register to the Services, AverJoe may collect the information you provide to AverJoe, whether through the Services or through any social network or other third party services ("**Account Information**").

"**Personal information**" means information about you that can be used to contact or identify you, receiving payments from you, etc. The personal information types collected through any of the Services may vary depending on the activity and may include, among others, your name, address and contact details, your date of birth, your mobile device identifier (UDID) and any other relevant information.

"**Non-personal information**" is information that, when taken alone, cannot be used to identify or contact you. AverJoe may collect non-personal information about your use of the Services and may also invite you to share non-personal information about yourself which may include

but is not limited to your age or date of birth, gender, information about the hardware you use to access the Services, favorite websites, pages visited, etc. or any other relevant information.

If non-Personal Information is collected for an activity that also requires personal information, AverJoe may combine your non-personal information with your personal information in an attempt to provide you with a better user experience, to improve the value and quality of the Services and to analyze how its Services are used. The Services may also record game play information such as your app session durations, current score and/or your high scores.

Other information AverJoe may collect includes your location data and time zone as well as information about your hardware, software, incident data, Internet Protocol (IP) address, network Media Access Control (MAC) address and connection, browser type, browser language, referring pages, exit pages and URLs, number of clicks, domain names, apps downloaded landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, and the date and time of this activity, so that AverJoe can better understand customer behavior and improve its products, services, and advertising. AverJoe may also receive either non-personal or public information from third parties in connection with market and demographic studies and/or data that AverJoe may use to supplement personal information provided directly by you.

## **Use of Information Collected**

AverJoe uses your information to stay in contact with you and to send you confirmations and other account-related information. In addition, the personal information you provide will allow AverJoe to send you messages regarding, among other things, new products, features, enhancements, special offers, upgrade opportunities, contests and events of interest. You may opt out of certain of these communications. AverJoe may also use personal and non-personal information, both individually and combined together, to better understand the behavior and preferences of its users, to troubleshoot technical problems, to serve static and dynamic advertising, to enforce its Terms, to ensure proper functioning of its products and services as well as to help improve Services and their content. In addition, AverJoe may combine non-personal information with personal information, such as an email address, to administer loyalty programs, tailor its offerings, web pages or game play experience to you.

If you enter into a sweepstake, contest, or similar promotion, AverJoe may use the information you provide to administer those programs. Your participation in tournaments or other online game events is conditional upon you granting AverJoe permission to collect, use, store, transmit and display publicly statistical data, such as your scores, rankings and achievements, generated through your participation. AverJoe may also use any information collected hereunder in its relationship with third party services providers engaged by AverJoe for the purpose of assisting it to provide its Services.

You may choose to disclose information about yourself in the course of contributing user generated content in chat rooms, blogs, message boards, user “profiles” for public view, etc. Such information is public information, and there should be no expectation of privacy or confidentiality. Any personally identifiable information you submit in the course of these public activities can be read, collected, or used by other users, and could be used to send you unsolicited messages. AverJoe is not responsible for the personally identifiable information you choose to make public.

In all cases of data access and collection, the information you provide will not be disclosed, rented, loaned, leased, sold, or otherwise voluntarily distributed to unaffiliated third parties and will be used solely for the purpose of providing you with and improving the Services and for any other purpose stated herein. AverJoe will retain your information for as long as your account is active or as needed to provide you services. If you wish to cancel your account or request that AverJoe no longer use your information contact AverJoe at the email address provided in the Contact Us section below. Note that there may be instances where AverJoe is legally required to retain your information.

## **Social Network Services and Mobile Devices**

By accessing the Service through a social network, mobile device or other third party platform or service or by connecting to such a third party network, platform or service via a Service, you are authorizing AverJoe to collect, store, and use in accordance with this Privacy Policy any and all information that you agreed the social network, mobile device or other third party platform could provide to AverJoe through the social network/mobile device/third party platform Application Programming Interface (API) based on your settings on the third party social network, mobile device or platform.

## **Disclosure of Personal Information**

AverJoe may be required to disclose any personal information if required to do so by law or in the belief that such disclosure is reasonably necessary to avoid liability, to comply with legal process, including, but not limited to a subpoena, statute, search warrant, or court order, or to protect the property and rights of AverJoe or a third party, to protect the safety of the public or any person, or to prevent or stop activity AverJoe may consider to be, or to pose a risk of being, illegal, unethical or legally actionable. Note that AverJoe is not required to question or contest the validity of any search warrant, subpoena or other similar governmental request that it may receive. AverJoe may also disclose information about you if it determines that such disclosure is reasonably necessary to enforce the Terms or to protect its operations or users. Additionally, AverJoe may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

## **Cookies**

A cookie is a small data file that is transferred to your computer's hard disk or your mobile device for record-keeping purposes. The Services may send cookies to a computer or a mobile device when a user accesses or views a Service. Information contained in a cookie may be linked to personal information for purposes such as improving the quality of the Services, tailoring recommendations to interests, and making the Services easier to use. Cookies can be disabled at any time by changing your web browser's options to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions or functionalities of the Services.

## **Additional Issues**

The AverJoe Services may contain links to other websites or applications. AverJoe does not endorse or authorize any such third party websites or applications, nor provide any representations with regards to such third parties. If you click on a link to a third party site or



application, including on an advertisement, you will leave the AverJoe site you are visiting or application you are running and will go to the site or application linked to. These third party websites and applications may place their own cookies or other files on your computer or mobile device, and may collect data or solicit personal information from you. Other sites and applications follow different rules regarding the use or disclosure of the personal information you submit to them. Because AverJoe cannot control the activities of third parties, it cannot accept responsibility for any use of your personal information by such third parties.

AverJoe has made reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, AverJoe cannot guarantee that unauthorized third parties will never be able to overcome those measures or use your personal information for improper purposes.

For any questions about its Privacy Policy or any other issue please contact AverJoe at: [Privacy@AverJoe.com](mailto:Privacy@AverJoe.com).