

## Terms of Use

1. In using the SMS message delivery service of Cellact Ltd. ("Cellact"), we undertake to follow the following rules, without exception.
2. The list of recipients to send SMS messages on our behalf will include only subscribers or those with terminal equipment which gave us specific, documented consent to receive messages to mobile phones whose numbers will be provided to you.
3. We pledge not to send messages that contain each of the following contents:
  - "Junk mail", "SPAM" or "commercial content" (meaning, a message intended to encourage purchase of a product or a service or encourages spending of money otherwise) or sending mass Emails or SMS messages not with the recipient's request or in breach of the Communications Law (Bezeq and Broadcasting) (Amendment No. 40) 2008 ("Amendment 40"). In addition, messages will not contain content, directly or indirectly, with regard to mobile phone services and / or terminal equipment, and / or any type of service provided or given directly or indirectly by the mobile phone operators.
  - Any material that infringes the proprietary rights of others or violates them and / or may be violating them - including copyright and / or trademarks, and / or commercial injustices and / or the right for good reputation, and / or contractual rights and / or fiduciary obligations to others.
  - All pornographic or sexually explicit material or any other that may offend public sentiments.
  - All material relating to minors and identifies them, their personal details or their address and ways to contact them.
  - All non - legal material, or material that encourages, supports, aids, provides instructions on making or offering to perform an act which constitutes a criminal offense under the laws of the State of Israel.
  - Any material which constitutes defamation of a person, or violating privacy.
  - Any material oriented with hostile, threatening, abusive, racially offensive public sentiment, may form the basis for a civil action or may constitute violation of the Israeli law.
  - Any material that may harm the reputation and good name of the cellular operator.
4. We know that the cellular operator or its representative may disconnect and / or stop and / or restrict mobile phone service provision agreement, including that initiated by the cellular operator, the request of Cellact and in times of emergency.



5. We know and we agree, that: (1) you run the service offered to us and the rest of your clients independently, (2) cellular operator whose subscribers are sent messages is and will continue to be exempt from any liability for sending SMS messages, dates, their contents and results, (3) that the cellular operator network used exclusively for transferring messages for mobile communication.
6. Without limiting the above, we declare, confirm and undertake that we will be solely responsible for, **without limitation**, the content of all messages sent by us through the system of Cellact and / or with its assistance, and that we reimburse and / or compensate you immediately for any damage and / or loss, financial or other, **whether direct or indirect**, that may be caused to you as a result of breaking the breach, whether by action or by omission, of our obligations under this document and / or based on agreements between us and / or any document that we will sign him with the Service of Cellact and / or under any law, including but not limited to amendment 40, including for any damage and / or expense incurred by you due to the action brought against you, civil or criminal liability and the need to defend against such a claim.
7. For the avoidance of doubt, we confirm that we know that the quality of service you provide to us absolutely depends on **the quality of the cellular network** that its subscribers are sent notices, and that occasionally occur and are likely to continue to occur failures in these networks as well as in your systems, and we hereby waive and will not have any claim and / or claims and / or demand against you and / or against cellular operator with regard to services not provided to us and / or damages incurred to us as a result of poor quality of networks and / or systems and / or troubleshooting them.
8. Use browser Explorer 7, Explorer 8 or Firefox only.