

Terms of Service

1. The Terms

1.1. These Terms of Service (the “Terms”) are a legal and binding agreement between users (“Users”) and Frenziq and any of its affiliates (“Frenziq”), in relation to all games and applications made available by Frenziq (jointly and interchangeably referred to as the “Services”), and any information, text, graphics, video, sound, pictures, and any other materials appearing, sent, uploaded, communicated, transmitted or otherwise made available via the abovementioned Services (jointly referred to as the “Content”).

1.2. By accessing and/or using the Services, Users agree to be bound by these Terms and Frenziq Privacy Policy, as stated in paragraph 5.

1.3. Users state that they are of legal age to access the Services and Content, or if legally possible, to access with their legal guardian consent, due authorization and agreement with these Terms.

2. The Services

2.1. Frenziq gives Users in compliance with these Terms a personal, royalty-free, non-assignable, non-exclusive and revocable limited license to use the software that is provided as part of the Services. This license is for the sole purpose of enabling the own personal private use from Users to enjoy the Services as provided by Frenziq, in the manner according with by these Terms. The Services may change or being modified from time to time without prior notice. Furthermore Frenziq may, at its own discretion, cease totally or partially, and/or permanently or temporarily the provision of the Services or Users accounts without prior notice.

2.2. The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services, or any other information. The types and extent of advertising by Frenziq on the Services are subject to change. In consideration for Frenziq granting you access to and use of the Services, you agree that Frenziq and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

2.3. When access games included in the Services, the specific rules, scoring, controls and guidelines for each game can be found within the game itself. Such rules are integral part of the Terms, which Users shall agree and comply.

2.4. Any charges related to Users for accessing the Services, including but not limited to internet connection and/or mobile or data charges are full responsibility of such Users.

3. Content

3.1. Users are responsible for their use of the Services and for any Content that such Users post, upload or include to the Services, and for any consequences thereof. Content submitted by Users may be viewed by other Users and through third party services and/or websites.

3.2. All Content, whether publicly posted or privately transmitted, is the sole responsibility of the User who originated such Content. Frenziq does not take responsibility for Content posted by Users via the Services, and does not guarantee the accuracy, integrity or quality of that Content. Any use or reliance on any Content or materials posted or obtained by Users through the Services is at their own risk. Users also acknowledge that, by using the Services, may be exposed to Content that may consider offensive, inaccurate, indecent, objectionable or otherwise inappropriate. Under no circumstances Frenziq will be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any losses or harm of any kind resulting from the use of any Content posted, transmitted or otherwise made available via the Services. Frenziq has the right to warn Users that Content is not moderated, or that is solely moderated by its own Users (providing that they can request Frenziq for its removal), and/or remove any uploaded Content from the Services in its own discretion, including but not limited to when such Content results in a breach of these Terms.

3.3. Users agree not to upload, communicate, transmit or otherwise make available any Content that is or could reasonably be viewed as unlawful, harmful, harassing, defamatory or otherwise objectionable, of pornographic or indecent nature, invasive of another's privacy, likely to incite violence or racial or ethnic hatred, which infringes any intellectual property right or other proprietary right, which consists of any unsolicited or unauthorized advertising, or which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

3.4. Users agree to use the Services only for its purposes, and will not use it to harm anyone or to cause offence to or harass any person, use it for fraudulent or abusive purposes, interfere with or disrupt the Services or the servers or networks that provide it, attempt to decompile, reverse engineer, disassemble or hack the Services or any of its features, or collect any information about or regarding Users including but not limited to any personal data or information, use the Services in violation of any applicable law or regulation, or use the Services in any other way not permitted by these Terms.

4. Users accounts

4.1. Users are responsible for safeguarding the password that use to access the Services. Frenziq encourage Users to use strong passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with the accounts. Frenziq cannot and will not be liable for any loss or damage arising from Users failure to comply with the above.

4.2. Users agree to take all steps necessary to protect log in details and keep them secret, and not give log in details to anyone else or allow anyone else to use their login details or

account, including login details and account for any social network or platform that Users may allow the Services to interact with. Frenziq shall not have any responsibility for the consequences of failure by Users to these provisions, and agree to fully compensate FrenziQ for any losses or harm that may result. Furthermore, FrenziQ shall not be responsible for any loss that Users may suffer as a result of an unauthorized access to their accounts and/or use of the Services, and FrenziQ accepts no responsibility for any losses or harm resulting from this unauthorised use, whether fraudulently or otherwise.

5. Privacy Policy

5.1. Any information that Users provide to FrenziQ is subject to the Privacy Policy, which governs the collection and use of the information. Users understand that through their use of the Services, they consent to the collection, use, and transfer of such information, as set forth in the Privacy Policy, which forms an integral part of these Terms.

5.2. FrenziQ will only collect, process, use and share Users information in accordance with the Privacy Policy and as set out in these Terms. By using the Services, Users give their consent to collecting, processing, using and sharing with third parties their personal data in such way. Users who do not agree to Privacy Policy should not access and/or use the Services. Any personal information that may be collected may also be subject to the policy of any social network that Users may linked the Services to.

5.3. Users acknowledge and accept that they are subject to receive occasional communications, such as service announcements and administrative messages.

6. Intellectual Property

6.1. Users acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to the Services, is owned by or licensed to Frenziq. By submitting, posting or displaying Content on or through the Services, Users grant Frenziq a worldwide, non-exclusive, royalty-free license -with the right to sublicense- to use, copy, reproduce, process, adapt, modify, publish, transmit, display, distribute and make derivative works of such Content in any and all media or distribution methods now known or later developed.

6.2. Users agree that the abovementioned license includes the right for Frenziq to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with Frenziq for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to these Terms. Additional uses by Frenziq, or other companies, organizations or individuals who partner with Frenziq, may be made with no compensation paid to Users with respect to the Content that submitted, posted, transmitted or otherwise made available through the Services.

6.3. Users acknowledge and accept that Content may be modified or adapted in order to transmit, display or distribute it to the Services and/or make changes to such Content as necessary to conform and a6.4. Users are fully responsible for their use of the Services, for

any Content provided, and for any consequences thereof, including the use of such Content by other users and third parties. Users understand that their Content may be syndicated, broadcasted, distributed, or published by third parties and if such Users do not have the right to submit Content for such use, they may be subject to liability. Frenziq will not be responsible or liable for any use of Content by Frenziq in accordance with these Terms. Users represent and warrant that have all the rights, power and authority necessary to grant the rights granted herein to any Content submitted or uploaded in any way to the Services.

6.5. By submitting Content, as stated in paragraph 3, Users represent: that are fully entitled to do so; grant Frenziq the right to edit, adapt, publish and use such Content and create derivative works from it, in any and all media, for any purpose, in perpetuity, without any payment; agree to waive any rights that may have in the Content, and agree that Frenziq has no obligation to monitor or protect such rights in any Content that Users may submit, but Users do give Frenziq the right to enforce such rights in that Content at Frenziq sole discretion, including but not limited to taking legal action on Users' behalf.

6.6. Users must not copy, distribute, make available to the public or create any derivative work from any Content belonging to Frenziq and/or any other User. Frenziq respects the intellectual property rights of others and expects Users to do the same. If Users or any third party believe that their Content has been copied in a way that constitutes copyright infringement, they shall provide Frenziq with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the location of the material; (iv) contact information, including address, telephone number, and an email address; (v) a statement that such User or third party have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that such User or third party is authorized to act on behalf of the copyright owner.

6.7. Frenziq reserves the right to remove Content alleged to be infringing without prior notice, at its sole discretion, and without any liability. Frenziq may also terminate the account if the User is determined to be a repeat infringer.

7. Breach

7.1. Frenziq reserves the right at all times to remove or refuse to include, distribute and/or display any Content on the Services, to suspend or terminate Users, and to reclaim usernames and/or any channel name without any liability. Frenziq also reserves the right to access, read, preserve, and disclose any information as it reasonably believed is necessary to satisfy any applicable law, regulation, legal process or governmental request, enforce the Terms, including investigation of potential violations hereof, detect, prevent, or otherwise address fraud, security or technical issues, or to protect its rights, property or safety, its Users and third parties.

7.2. Users shall not do any of the following while accessing or using the Services: access, tamper with, or use non-public areas of the Services, Frenziq's computer systems, or the technical delivery systems of Frenziq's providers; probe, scan, crack, track and/or test the vulnerability of any system or network, or breach or circumvent any security or authentication measures; access or search or attempt to access or search the Services by any means (automated or otherwise) other than through the currently available, published interfaces provided and only pursuant to these Terms, forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. Users shall provide accurate and up to date information when creating their accounts and/or using the Services. Accounts are limited at one per User. The sell or transfer of any account or part of it, Content, items and/or any part of the Services is strictly prohibited.

7.3. Frenziq reserves the right to suspend or terminate any access to the Services, including by terminating or deleting any accounts and any Content related, if there is a reasonable belief that such User is in breach of these Terms. In the event of any breach, Users who caused shall compensate Frenziq for all losses, harm, claims and expenses that may arise.

8. Disclaimers

8.1. All right, title, and interest in and to the Services, according to the provisions set on these Terms, are and will remain the exclusive property of Frenziq and its licensors. Services are protected by copyright, trademark, and other laws. Nothing in the Terms gives Users any right to use the Frenziq name or any of the Frenziq trademarks, logos, domain names, properties and other distinctive brand features.

8.2. These Terms will continue to apply until terminated by either Users or Frenziq as follows: (i) Users may end this legal agreement with Frenziq at any time for any reason, by discontinuing the use of the Services and contacting support@frenziq.com to delete their account, provided that they will still be responsible for all the conditions set in this Term for the time they used the Services. Accounts may be deactivated and/or deleted due to prolonged inactivity; (ii) Frenziq may suspend or terminate Users accounts or cease providing with all or part of the Services at any time for any reason, including, but not limited to, if there is a reasonable belief that such Users have violated these Terms or created a risk or possible legal exposure; or if at its own discretion the provision of the Services is no longer commercially and or technically viable.

8.3. Each of the subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

8.4. The access to and use of the Services or any Content are at Users' own risk. Users understand and agree that the Services are provided on an "as is" and "as available" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, Frenziq disclaims all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose or non-infringement.

8.5. Frenziq makes no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to Users' computer system or mobile device operating system, loss of data, or other harm that results from access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet Users requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Frenziq or through the Services, will create any warranty not expressly made herein.

8.6. The Services may contain links to third-party websites or resources. Users acknowledge and agree that Frenziq is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Frenziq of such websites or resources or the content, products, or services available from such websites or resources. Users acknowledge sole responsibility for and assume all risk arising from its use of any such websites or resources.

8.7. To the maximum extent permitted by applicable law, Frenziq shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly or any loss of data, use, good-will, or other intangible losses, resulting from (i) the access to, use of, or inability to access to or use the services; (ii) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive or illegal conduct of other Users or third parties; (iii) any Content obtained from the Services; or (iv) unauthorized access, use or alteration of Content.

8.8. In no event shall the aggregate liability of Frenziq exceed the total amount that such User has paid to Frenziq in the six month period ending on the date of the claim, to a maximum of one hundred U.S. dollars (USD 100). The limitations shall apply to any theory of liability whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not Frenziq has been informed the possibility of any such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

8.9. Users acknowledge that their only right with respect to any problems or dissatisfaction with the Services is to discontinue its use and/or delete their accounts, since Frenziq is not responsible or liable for any interruptions, errors or discontent that Users may experience while accessing the Services.

8.10. The failure of Frenziq to enforce any right or provision of these Terms will not be

deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

8.11. These terms shall be governed by and construed in accordance with the laws of Israel. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the relevant courts located in the city of Tel Aviv – Israel. Users consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

8.12. These Terms, which include the Privacy Policy, are the entire and exclusive agreement between Frenziq and Users regarding the Services, excluding any services for which Users may have a separate agreement explicitly in addition or in place of these Terms, and these Terms supersede and replace any prior agreements between Frenziq and Users regarding the Services.

8.13. Frenziq may revise these Terms from time to time, the most current version will always be at <http://www.frenziq.com>. Frenziq reserves the right, but not the obligation, in its sole discretion, to notify any modification via e-mail to the email associated with Users account. However, by merely continuing to access or use the Services after those revisions become effective, Users agree to be bound by the revised Terms. These Terms were last updated on October 20th, 2017.

Frenziq 2017