

# OTT Myplay Terms of use & Privacy policy

## Terms of Use

T.A Myplay ltd (“**Myplay**”) provides an OTT video platform for sport clubs in order to showcase their sports games, recorded or live, to players, staff, managers and fans (the “**Platform**” and “**Users**”).

For the purpose of the Terms of Use, MyPlay includes its parent companies, companies in its control, subsidiaries and related companies including their managers, employees, shareholders and anyone on their behalf.

These Terms of Use, along with MyPlay privacy policy available at the bottom of this page. (the “**Terms**”) constitute a binding agreement between MyPlay and visitors of the Website and Users of the Platform.

Please read these Terms carefully. If you do not agree with the Terms or any part thereof, you may not use the Services. Your use of the Services, constitute your consent to these Terms.

From time to time, MyPlay may change these Terms to meet technical, operational and legal requirements. MyPlay will post a notice about changes made to the Terms on the Website and/or the Platform, and may send you a notice by email, a reasonable time before the changes take effect. You may choose by written notice to MyPlay to reject the amended Terms if the amendments adversely change your rights and if MyPlay does not agree that such amended Terms will not apply to you, terminate your account and stop using the Services. By continuing to use the Services after the new changes have taken effect, you indicate your agreement to the amended Terms.

## User Account

In order to access and use certain sections and features of the Services, you have to first register and create an account with MyPlay (the “**User Account**”). You will need to provide accurate and complete information to create your User Account and use the Services.

We strongly encourage you to keep the log-in credentials of your User Account confidential and allow such access only to people you trust - as you will be solely and fully responsible for all activities that occur under your User Account, and for any damages, expenses or losses that may result from such activities.

## The Services

As a User of our Services, you will be able to watch livestreams and recorded videos of all the club teams.

MyPlay grants you a free of charge, non-exclusive, time-limited, non-transferable, non-sub-licensable, right to use the Services for non-commercial purposes, subject to these Terms. You may use the Services solely for private and personal purposes. You may not use the Services commercially. For example, you may not: (i) offer to third parties a service of your own that uses the Services; (ii) resell the Services; (iii) offer to rent or lease the Services; or (iv) offer the Services to the public via communication or integrate it within a service of your own, without the prior written consent of MyPlay.

## Termination

You may discontinue to use the Services at any time without notifying us, however if you would like us to delete your User Account and the personal data included therein, you will need to send us a request to: info@myplay.com . Upon receipt of such a request, we will use reasonable efforts to delete such information, however please note that information may not be deleted immediately from our back-up systems.

## Obligations

- If you are under thirteen (13) years of age, or sixteen (16) years of age if you are an individual within the European Union (EU), or of the legal age of majority in your jurisdiction, please ask your legal guardian for permission before using the Services. By using the Services, you declare to us that you possess the legal authority, right and freedom to enter into a binding agreement, for yourself or on behalf of the person committed by you to the Term, or that you have received the permission of your legal guardian;
- The responsibility for using the Services is yours, and by using them, you exempt MyPlay from all responsibility in this regard;
- You may not access or use the Services for any illegal or abusive purposes, or to develop or create a similar or competitive product or service to the Services. You will be responsible for all acts and omissions associated with your access and use of the Services;
- You will not copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the Services, in any way, or publicly display, perform, transmit or distribute any of the foregoing without MyPlay's prior written and specific consent and as expressly permitted under these Terms;
- You will not submit, transmit or display any content, or use licensed content in a context, which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of MyPlay or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights);
- You will not use any "robot", "spider" or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Services, or in any way reproduce or circumvent the navigational structure or presentation of any of the Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the Services;
- You will not act in a manner which might be perceived as damaging to MyPlay's reputation and goodwill or which may bring MyPlay into disrepute or harm;
- You will not impersonate any person or entity or provide false information on the Services, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to MyPlay;

You undertake and agree to:

- Fully comply with all applicable laws and any other contractual terms which govern your use of the Services, including those specific laws applicable to you;

- Be solely responsible and liable with respect to any of the uses of the Services which occur under your User Account;
- Receive from time to time promotional messages and materials from us, by e-mail or any other contact form you may provide us with. If you wish not to receive such promotional materials or notices – please just notify us at any time;
- MyPlay’s sole discretion as to the means, manner, and method for performing the Services.

### Intellectual Property

The intellectual property rights on the Services belong to MyPlay, or to third parties which have granted MyPlay the authorization to use them in the framework of the Services.

In this regard, MyPlay is the sole owner of the Services’ trade names and trademarks, patents, and samples, whether registered or not registered, trade secrets involved in the Services’ operation, the design, the technological information involved in their operation, including software, applications, graphic files and others, computer codes, texts, or any other information included therein (the “**Information**”).

It is prohibited to copy, distribute, duplicate, present publicly, or deliver to a third party the Information and any part thereof. It is prohibited to change, publish, broadcast, transfer, sell, distribute, present publicly, process, create derivative works, or to make any commercial use whatsoever, in the Information, partly or fully, temporarily or permanently, unless it is with the MyPlay’s expressed pre-written approval.

Any copying, distributing, delivering, making available publicly, broadcasting or publishing regarding Information, which were not expressly permitted, are prohibited, unless MyPlay has given its pre-written consent to do so.

### Privacy

Certain parts of the Services require or involve the submission, collection, and use of certain personally identifiable information. We encourage you to read our Privacy Policy at the bottom of this page, for a description of such data collection and use practices.

### Limitation of Liability

By using the Services, you exempt MyPlay from any responsibility in this regard, including with regards to any damage which will result from relying on the Services or using it. MyPlay does not control and is not responsible for Information provided by others.

Any User reliance on Information, advertisements, products, opinions and positions presented or published on the Services which are referred to or linked as stated, is done at the User’s discretion and at his full and exclusive responsibility.

The Services will be used as-is and as-available. Therefore, you will not have any claim or request towards MyPlay for the qualities of the Services offered therein, and use of the Services will be done at your exclusive and full responsibility.

In any case, and to the maximal extent permitted by law, MyPlay will not be responsible for any damage, whether direct, indirect, random, consequential or any damage of any type whatsoever,

resulting from use of the Services, including due to a delay or inability to use the Services, and even if MyPlay was notified of the possibility of the damages' occurrence.

MyPlay does not undertake that the Services will not be disrupted, will be given regularly without breaks, will be managed securely and without errors, and will be immune to unauthorized access to MyPlay computers or to damages, faults or failures in hardware, software, lines and communication systems.

MyPlay is not responsible for Users' opinions, content or messages uploaded to the Services. In addition, MyPlay is not responsible for any damage, loss, or expense incurred by the Users as a result of Users content uploaded to the Services and as a result of storage, usage, or operation of the Services, including due to breaching of intellectual property rights or violation of privacy.

MyPlay's lack of responsibility will also apply even if it was notified of the possibility of any damage whatsoever, which may be caused to any third party whatsoever with regards to the Services, the use thereof or the inability to use it, use content, the cancellation of the Services, limiting or stopping them. MyPlay's lack of responsibility will also apply even if MyPlay has tried to assist in solving a problem out of its own good will – such assistance will not be construed in any way as imposing any responsibility whatsoever on MyPlay.

In any case where it is ruled that any responsibility whatsoever applies to MyPlay for any reason whatsoever, MyPlay's liability will be limited to USD 100, and MyPlay will not be required to bear additional reliefs beyond this amount.

#### Indemnity

You agree to defend, indemnify and hold harmless MyPlay, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any provision of these Terms; (2) your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your content and your use of the Services; and (3) any other type of claim that your User content caused damage to a third party.

#### Disconnecting, Stopping and Changing

MyPlay is entitled to remove any content from the Services, at its sole discretion and with or without prior notice in this regard, including blocking, limiting or stopping the provision of the Services, fully or partially, among others under circumstances where a User has used the Services in a way which might disrupt the Services offered therein to another use, or in a way which constitutes a civil or criminal tort, or in a way which contradicts or violates the Terms.

MyPlay will attempt to cause that the Services are always available. However, it is impossible to undertake continuous, fault-free availability. In case of a fault on the Services, MyPlay will act to return it to activity as soon as possible, as well as in the case of stoppage for maintenance purposes. In addition, MyPlay is entitled to disconnect or limit or stop the provision of the Services at all times, including for the purpose of performing maintenance or a vital or immediate establishment on the systems used by it, during national emergencies or for reasons of national security.

Blocking, stopping, or limiting the Services as stated above, will not impose any responsibility whatsoever on MyPlay, or detract from the User's responsibility to act at all times in accordance with

the Terms. It is clarified that no financial compensation or credit will be given for stopping the Services activity.

If any such changes involve the payment of additional fees, we will provide you with a notice of such fees prior to enabling such specific changes. If you fail or refuse to pay such Fees, we may (at our sole discretion) cancel your User Account, continue to support your then-current Services without enabling such changes, or provide you with alternative Services.

MyPlay could change, from time to time, the Services structure, its appearance, the scope and availability of the Services, and any aspect related to them with or without prior notice to the Users. The Users will not have any claim or request towards MyPlay for making changes as stated or for faults that will occur while performing them.

### Information Security

MyPlay takes means in order to enable you safe usage, and to ensure that use of the Services will be secure, accurate, complete and interruption-free, however it cannot guarantee complete immunity from attempts to infiltrate its systems, interruptions or disruptions which will be caused to the computer systems or the proper action of the Services, and it cannot undertake that use of the Services will be secure and free of viruses, worms, harmful components or other limitations, and it will not bear any responsibility for damages which will be caused, if any will be caused, to the User as a result of these factors with regards to his activity on the Services. You will not have any claim or request towards MyPlay for a case as stated above, including with regards to any direct or indirect damage which you will incur due to a case as stated.

You undertake that your use of the Services will be done in accordance with any law and that you will not perform any action of infiltration, disruption or assisting such actions. For your information, infiltrating the Services' computer systems constitutes a severe criminal offense.

Without derogation to the generality of the foregoing, it is prohibited to operate or enable the operation of any computer application, or other means, including robot and crawler software and such, for the purpose of searching, scanning, copying, or automatically restoring content from the Services. It is prohibited to create, and use means as stated for the purpose of creating a collection or database which will contain content from the Services, without MyPlay's approval.

### The Applicable Law and Jurisdiction

The laws of the state of Israel will apply to this Terms and to any matter related to the Terms and pursuant thereto. The competent courts in Tel-Aviv – Yafo is granted unique and exclusive jurisdiction to discuss the Terms and any matter related to the Terms and pursuant thereto.

If any provision of the Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the Terms will be deemed to be a waiver of any preceding or subsequent breach or default.

The Terms, and your use of the Services, do not, and will not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between MyPlay and you.

## Notices

We may provide you with notices in any of the following methods: (1) via the Services, including by a banner or pop-up within the Website, User Account or elsewhere; (2) by e-mail, sent to the e-mail address you provided us; and (3) through any other means, including any phone number or physical address you provided us.

## Assignment

MyPlay may assign its rights and obligations hereunder and transfer ownership rights and title in the Services to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of MyPlay. Any attempted or actual assignment thereof without MyPlay's prior explicit and written consent will be null and void.

## Contacting Us

In any question, inquiry or request regarding the Terms and the Services, you may contact us via email on: [info@myplay.com](mailto:info@myplay.com) .

Last updated on Aug 2nd, 2022

## **Privacy Policy**

Myplay takes the privacy of Users of the Website and its Services very seriously. The following terms teach of the way in which the Company uses the information gathered by it when Users use the Website or which is provided to it by the Users. The privacy policy constitutes part of the agreement of terms of use of the Website, and by using the Website and the Services, you agree to the following terms:

1. All terms in the privacy policy hereinafter, shall have the meaning given to them in the document of the terms of use.
2. **Consent:** use of the Website constitutes consent on your part to all terms set forth in this privacy policy. Any provision of information to the Website constitutes consent on your part to use, disclose, expose and gather the information in accordance with the terms set forth in this privacy policy.
3. **Provision of details:** the Website and the Services provided in its framework require signing up and providing personal details, such as your name and your email address. You are not obligated by law to provide the information, however without providing it we will not enable you to receive certain Services, which require registration and provision of details as stated. Feeding the personal details on the Website shall constitute consent on your part to provide the details, and you shall not be able to make a claim or request against the Website in this regard. Providing your details when signing up to the Service constitutes a declaration on your part regarding their

correctness.

4. **Videos and User Content uploaded to the Website:** Myplay is entitled to save videos and User Content uploaded by you to the Website.
5. If the data you provide to the Website are personal, it shall be kept in the Company database, in accordance with the Privacy Protection Act.
6. If you believe that your privacy was violated while using the Website, or for any other question regarding this policy, please inquire with the Company via email on: [info@myplay.com](mailto:info@myplay.com), and we will respond within 7 business days.
7. **The information gathered about you:** Myplay is entitled to save the details which shall be provided by you when signing up to the Website or its Services (any identifying information, including name, telephone number, residential address, email address), User Content as well as information about your usage and purchase patterns, information or advertisements you have read, IP addresses by which you accessed the Service, the type of operating system you use, the type of end device you own, the location of the computer by which you accessed the Website, the means of payment you used and more (“**the Information**”). The Information shall be kept in the Company database as required by law.
8. **Use of the Information:** the Company is entitled to keep the Information in its databases and to use it only in accordance with this privacy policy and in accordance with the provisions of any law, for the following purposes:
  - 8.1. The proper operation of the Services on the Website and developing the activity therein, as it shall be from time to time;
  - 8.2. Improving and enriching the Services offered on the Website and adapting them, as much as possible, to User preferences (especially by statistical information which does not identify you personally);
  - 8.3. Supervising, controlling, developing and maintaining the quality of the Services, their level and propriety;
  - 8.4. For the Company purposes, including service and surveys, segmented advertising, statistical research and analysis and improving the Website service, among others using external companies which gather and analyze statistical information about use of websites;
  - 8.5. Contacting you;
  - 8.6. Creating personal areas on the Website which you can adapt to your preferences;
  - 8.7. Advertising, marketing and sales promotion, and producing activities and events, providing direct mailing services, and sending marketing and advertising material to you, including on behalf of third parties, based on Information which shall be in our possession, in accordance with your consent;
  - 8.8. Adapting notices, advertisements and Content presented to you when visiting the Website;
  - 8.9. Performing any legal use of the Information in accordance with the provisions of the law or your consent;
  - 8.10. Upholding the provisions of any law.
9. **Providing Information to a third party:** the Website shall not transfer to third parties the Information gathered about your activity, inasmuch as this Information identifies you personally,

except in the cases set forth hereinafter:

- 9.1. The Company shall be obligated by law to provide your details or the Information about you to a third party, including in accordance with a judicial order or the instructions of a competent authority;
- 9.2. When you purchase products or services on websites by third parties, or participate in another joint activity by the Company and a third party;
- 9.3. In case you violate the Website's terms of use or act on the Website or with regards thereto contrary to the provisions of the law;
- 9.4. In any dispute, claim or legal proceeding, if there shall be any between you and the Company;
- 9.5. If the Company shall believe that providing the Information is necessary in order to prevent substantial damage to you, to the Company or to a third party;
- 9.6. In case the Company merges with any third party whatsoever, including transferring the Company activity to a third party or to a body to which it assigns the rights granted to it pursuant to these Terms, provided that the terms of this privacy policy are kept.

#### **10. Receiving Advertising Information and Direct Mailing**

Upon signing up to the Website and subject to your approval of the Terms of service, including your confirmation that you agree to receive advertising information, the Company shall be entitled to send you, from time to time, via email or any other way, general updates and advertising information, whether information on behalf of the Company itself and whether information from other advertisers. This information shall be sent to you subject to your consent. If you are not interested in continuing to receive this information as stated, you could revoke your consent at any time, as specified on any notice of mailing and advertisement which shall be sent to you.

#### **11. Third Party Services**

- 11.1. Certain Services on the Website, are in fact managed by bodies other than the Company. In these cases, the Services are provided or operated not via the Company computers alone, but rather via the other bodies as stated.
- 11.2. The company is entitled to be assisted by third parties, including advertising companies, for the purpose of presenting advertisements on the Website or providing other services. It is possible that these parties use information about your online activity (which does not include personal Information, as it is defined above), among others in order to provide advertisements for products and services which may interest you.
- 11.3. Without derogation to the foregoing, you confirm that you are aware that your activity on the Website may enable third parties, such as online search engine, to rely on the nature of your activity as stated, in order to present to you adapted advertisements in the framework of online activity, even outside of the Website, as an inseparable part of their ongoing activity and in the absence of any affinity to the Company's activity. The activity of third parties as stated is subject to the privacy policy used by them alone, and is done in their full and exclusive responsibility, without the Company having any responsibility whatsoever for it.

#### **13. Information Security**

The Company ensures upholding the provisions of any law, including the provisions of the Privacy Protection Act, and ensures that its systems and websites are managed under a proper level of information security. The information security minimizes the risks for unauthorized access to Company computers or databases which shall keep Information about the Website Users and



thwart possible violation of their privacy, but they do not grant absolute immunity under any condition against infiltration or disruption as stated. Therefore, you hereby declare that you shall not have any claim or request against the Company or anyone on its behalf due to damage, faults or disruptions as stated.

#### **14. Right to View the Information**

In accordance with Article 13 of the Privacy Protection Act, 5741-1981, any person is entitled to view, by himself or by his proxy authorised in writing or by his guardian, the Information about him kept in a database. A person who has viewed the Information about him and has found it to be incorrect, incomplete, unclear or outdated, may approach the owner of the database in a request to amend the Information or delete it.

An inquiry as such shall be referred to the Company via email: [info@myplay.com](mailto:info@myplay.com).

#### **15. Changes to the Privacy Policy**

Myplay is entitled to change its privacy policy from time to time. If a material change is made to provisions dealing with the use of the personal Information you have provided, a notice in this regard shall appear on the Company Website.