Agreement and Terms of Use for Private Backup Services and Software

Using the Private Backup service as well as installing this software and its occasional updates (hereinafter: **Software**) will be done according and subject to the provisions and terms specified below.

Pressing the "approve and install" key, constitutes your consent to these provisions and terms and your undertaking to act according thereto. After pressing the "approve and install" key you will be entitled to install and use the Software and service subject to the following provisions and terms (hereinafter: **the Agreement**).

If you do not agree to the following provisions and terms, please press the "cancel" key. This will take you out of the installation process and any procedure that began will be stopped. In this case you will not be entitled to use the Software and service in any way.

1. **General**

    In this agreement the following words and terms will have the meaning defined beside them unless the content or context implies otherwise:

    1.1 **Customer/the customer** – anyone engaging with Bezeq Benleumi in order to receive the service as specified in this Agreement;

    1.2 **This agreement** – the stipulations specified in this agreement and the engagement letter as defined below, of which this Agreement constitutes an integral part thereof, and as will be from time to time;

    1.3 **Engagement letter** – notice sent to the customer that includes the customer's details and the terms and conditions of the service package selected by the customer, including the consideration and payment terms;

    1.4 **The service** – Bezeq Benleumi's Private Backup service as specified in this agreement, including using the Software and the smart phone application;

    1.5 **Service website** – Bezeq Benleuim's website at www.privatebackup.co.il or as determined by Bezeq Benleumi from time to time;

    1.6 **The Software** – the application which performs the backup, intended for installation on a computer and/or cellular device and/or tablet for which the service is intended and that can be downloaded from the service website according and subject to the license to use it and the provisions of this agreement;

    1.7 **File viewer application** – a Software that allows viewing and managing the backed up information using a smartphone or tablet, which can be downloaded from the service website, subject to a license to use it and the provisions of this agreement;

    1.8 **File backup application** – a Software that allows backing up the information that exists on a cellular device or tablet and can be downloaded from the service website according and subject to the license to use it and the provisions of this agreement;

    1.9 **Backed up information** – the files and/or folders that are backed up and/or saved as part of the service;

    1.10 **Access details** – verification details that are required in order to view and manage the backed up information and include the ID, user name and password as provided to the customer during the process of joining the service and/or as the customer updates from time to time.

2. The service

2.1 The Private Backup service offered by Bezeq Benleumi Ltd [Bezeq International Ltd] allows customers of the service to backup information files and folders on a storage space on Bezeq Benleumi's servers and/or with servers of anyone on its behalf (hereinafter: **Backup**). The service allows customers to Backup information stored on their cellular and/or tablet and one computer only.

2.2 The Backup is done using the Software that the customer must install on the computer and/or cellular and/or tablet for which the service will be provided. The customer is solely liable for installing the Software and determining the Backup definitions. The right to use the Software license is as specified in section 3 below and in this Agreement.

2.3 Reviewing and managing the backed up information can be done through the service website and/or file viewing application and backing up the information that exists on the cellular or tablet can be done using the file backup application, subject to providing the access details as defined above. Additionally, it is possible to view and manage the backed up information using the Software without having to provide the access details.

2.4 The application for viewing the files and the application for backing up the files can be downloaded according to the instructions on the service website. The right to use the application is according and subject to the provisions of section 3 below, *mutatis mutandis*.

2.5 The Bezeq Benleumi Call Center can be contacted in any case of a problem or fault connected to the service and Software and Bezeq Benleumi will exercise all reasonable efforts to provide telephonic support for the customer. Bezeq Benleumi does not undertake to solve any problem associated with using the service and the customer exempts Bezeq Benleumi from any liability for solving problems or faults in the service and Software.

2.6 The service is only intended for personal, independent and non-commercial use and in order to backup information stored on a cellular device and/or tablet and one computer only.

2.7 The customer declares and undertakes that it knows that providing the service and/or any part thereof is subject to fulfilling all his undertakings according to this Agreement.

2.8 It is clarified that without being obligated to do so, Bezeq Benleumi reserves the right to replace and/or change and/or increase and/or decrease the types and scopes of access details and to instruct the customer to change them accordingly at any time, for whatever reason, all according to its sole discretion.

2.9 It is hereby clarified that notwithstanding the said, Bezeq Benleumi reserves the right to increase and/or decrease the scope of service and/or change and/or freeze and/or terminate the service and/or any part thereof, at any time, for whatever reason and according to its sole discretion.

2.10 The threshold requirements for using the service, Software, file viewer application and file backup application, are as specified in Appendix A' to this Agreement.

3. License to use and install the Software

3.1   After accepting the terms of this Agreement, Bezeq Benleumi grants the customer an unlimited, single and non-exclusive, nontransferable license to install and use the Software on a cellular device and/or tablet and one computer, which operate using an operating system that suits the Software requirements subject to the provisions of this Agreement (hereinafter: **License to Use**). The License to Use will expire upon terminating the service for whatever reason.

3.2   Liability for installing the Software, defining the Backup, operating and using it applies only to the customer.

3.3   It is clarified that the License to Use is only for personal, independent and non-commercial use.

3.4   The customer knows that he is not entitled to distribute the Software to a third party, whether in return for consideration or without consideration. In addition, the Customer knows that he is not entitled to copy or transfer the Software or any copy thereof, entirely or partially, to grant sub-licenses to others, whether in return for consideration and whether without consideration.

3.5   The customer knows that he is not entitled to directly and/or use a third party to perform any reverse engineering, decompilation, disassembling of the Software into components or otherwise trying to discover the source code, terms and ideas at the basis of the Software, the algorithm, formats and forms of organizing the file details or the protocols of the Software interface or all files or translations included or created by the Software.

3.6   The customer knows that he is not entitled to change, accommodate or translate the Software, to include it in another software or combine it with another software or create any derivate product based on any part of the Software, including but not to limited to any database included in the Software and the customer agrees not to permit any third party to perform any of the aforesaid.

3.7   The customer knows that he is prohibited from making and changes, copying, distributing, transmitting, presenting, executing, duplicating, publishing, issuing licenses, creating derivative works or selling any item from the information, application, products or services resulting from this Software.

3.8   The customer knows that the License to Use the Software according to the terms of this Agreement is awarded only to the customer personally. The customer undertakes not to permit any use of the Software by another, whether in return for consideration and whether without consideration.

3.9   Bezeq Benleumi and/or someone on its behalf are entitled to perform improvements and/or changes in the Software at any time.

3.10   The customer undertakes to report any fault once it is discovered to Bezeq Benleumi and to act according to Bezeq Benleumi's instructions only.

3.11   Bezeq Benleumi is not liable for any damage, direct or indirect, flaw or fault of any sort and type that might result from downloading and/or installing and/or operating and/or using the Software, including and not to undermine from the generality of the said, loss of data, defects and/or failures on the computer and/or cellular device and/or tablet and/or end equipment and/or hardware and/or any other software. The customer declares and undertakes to be solely liable for the said and exempts Bezeq

Benleumi from any claim and/or argument and/or liability for any damage connected thereto and will indemnify any third party impaired thereby.

3.12 Not to undermine from the aforesaid, it is clarified that a breach of the customer's liabilities and statements will be considered a fundamental breach of this agreement.

4. The consideration

4.1 The customer will pay Bezeq Benleumi a fixed monthly payment in return for making the service available according to the terms of the services package that the customer joined as specified in the engagement letter (hereinafter: **Monthly Payment**).

4.2 The Monthly Payment will be collected using the payment method that the customer provided Bezeq Benleumi upon joining the service and/or as updated from time to time. Any amount not paid to Bezeq Benleumi on time will bear arrears interest at the maximal rate permitted according to the law from the date determined for payment until the actual date of payment.

4.3 The customer undertakes to inform Bezeq Benleumi without delay in any case of changing and/or replacing and/or cancelling the payment method.

4.4 It is clarified that the Monthly Payment is for making the services available to the customer. The payment is not conditioned by actually using and/or installing the Software by the customer.

4.5 It is clarified that the consideration specified in the engagement letter only refers to the services and scope of services described therein and the customer will pay any additional costs, including for extending and/or improving the services according to the Company's tariffs as will be from time to time and/or changing and/or updating the engagement package specified in the engagement letter.

4.6 Not to undermine from the said in this Agreement, according to its sole discretion Bezeq Benleumi is entitled to freeze and/or cease the services rendered to the customer in any case of not paying the Monthly Payment on time.

4.7 The date of commencing the services for purpose of charging the customer fees for use will be considered the date that the service was first made available to the customer (meaning starting from the date that the customer was provided with access details and authorization to install the Software according and subject to the provisions of this Agreement).

4.8 Not to undermine from the aforesaid, it is clarified that a breach of the customer's liabilities and statements will be considered a fundamental breach of this agreement.

5. Using the storage capacity

5.1 The customer knows that using the storage capacity allocated to him as part of the service (hereinafter: **Storage Capacity**) will not exceed the Storage Capacity included in the service package that the customer joined and that it will not be possible to store files exceeding the determined capacity using the service.

5.2 It is clarified that Bezeq Benleumi will be entitled to restrict and/or change the Storage Capacity, at any time, for whatever reason according to its discretion and by sending the customer notice.

5.3   If the customer exceeds the Storage Capacity without Bezeq Benleumi's approval, Bezeq Benleumi will be entitled to restrict or stop the service immediately.

6.   Customer's content and information

6.1   **It is clarified and agreed that the customer is completely and solely liable for installing the Software, determining the Backup definitions, performing the actual Backup and verifying that the Backup was successful after execution. It is clarified that Bezeq Benleumi has no control over performing the above or verifying the success and nature thereof.**

6.2   The customer knows that the service, by nature, is exposed to various and multiple risks, including and not to undermine from the generality of the said, disclosing, exposing, loss and loss of information, deletion, impairment, distortion, failure of service, copying, stealing, impersonations, entry by unauthorized parties, viruses, damaging content etc. Bezeq Benleumi invests many efforts to protect from this type of risks, yet the customer knows that there is no possibility of completely protecting and safeguarding the information and entirely preventing the risks entailed in the service. The customer confirms and declares that he is aware of the risks entailed in the service and that he will use the service at his sole and absolute liability, that he does not rely on the service and waives and arguments and claims towards Bezeq Benleumi and/or anyone on its behalf for any damage that might be caused in connection to the service, for whatever reason.

6.3   The customer is aware that the access details allow him complete access to the services website and the backed up information that is stored on the service website. The customer also knows and agrees that some of his personal details will serve Bezeq Benleumi in order to restore the access details if necessary and according to its discretion. The customer declares and undertakes to keep the access details in complete confidentiality and not to disclose them to any third party and that disclosing them to any third party, if any, will be at his sole and complete liability. Not to undermine from the said, the customer will occasionally change the access details in a manner that will make it difficult for any third party to use them illegally.

6.4   Not to undermine from the aforesaid, it is clarified that a breach of the customer's liabilities and statements will be considered a fundamental breach of this Agreement.

7.   Lack of liability

Notwithstanding anything that is said in this Agreement, its appendixes, the service website and any instructions given to the customer, if delivered, in the process of joining the service or installing the Software associated therewith –

7.1   **The customer declares that by joining the service he assumes all risks entailed in the service and exempts Bezeq Benleumi and anyone on its behalf and waives any argument and claim against them for any damage that might be caused to him and/or anyone on his behalf and/or in connection to the service and/or any part thereof.**

7.2   **The customer declares that he knows and agrees that the service discussed in this Agreement and any Software associated with the service is provided As Is and As Available. Bezeq Benleumi is not liable for any damage that might be**

caused due to the service, including but not to undermine from the generality of the said – if the service does not succeed, relying on the service, lack of access to the backed up information, disclosing, exposing, undermining, distorting, deleting, copying, stealing, loss and loss of information, impersonations, entry by unauthorized parties, security intrusions, viruses and damaging content, failure of the service, loss, loss of profits, cost of restoring information and for services of any experts, work disruptions and interruptions, supply and lack of support for the service, an act or omission by a third party, damage to reputation etc.

7.3   Bezeq Benleumi will not bear any liability, explicit or implied, towards the customer and/or any third party *inter alia* for and/or in connection to its commerciality and suitability for a specific purpose. Bezeq Benleumi does not create any representation and will not bear any liability and does not undertake that the service discussed in this Agreement will be suitable for the customer's needs and/or will be provided without disruptions, on time, in synchronization with the customer's other software and without errors, faults and problems.

7.4   Not to undermine from the said it is clarified that Bezeq Benleumi will not be liable for any fault and/or delay and/or impairment resulting from factors not completely controlled by it, including:

         7.4.1 Failures or limitations resulting from a problem in software or hardware or non-suitability of the end equipment used by the customer for purpose or as part of the service;

         7.4.2 Problems accessing the service, whether originating from the internet infrastructure supplier and whether from the internet access supplier and for whatever reason;

         7.4.3 Defective installation of the Software, non-compatibility of the Software to the operating system, the hardware or other software and any matter associated with the various definitions, including the Software's backup definitions;

         7.4.4 Impersonation, break-in, unauthorized entry, virus or damaging content.

7.5   Notwithstanding the said, it is clarified that Bezeq Benleumi and/or anyone on its behalf will not be liable for damage connected to the service, including direct, indirect, consequential and related damages, fines and compensations including damages resulting from a claim and/or demand and/or damage caused to a third party.

7.6   Not to undermine from the said, in any case Bezeq Benleumi's sole liability for paying compensation for damages for whatever cause – contractual, torts or other – and the only remedy available to the customer and/or any third party for the service, will not exceed the limit of the accumulated and maximal indemnity in the rate of the consideration that the customer actually paid Bezeq Benleumi for the service during the 6 months that preceded the torts incident.

8. Rules of conduct

8.1   **The customer hereby declares and undertakes that as part of using the service he will not perform any act, directly and indirectly, that can undermine the intellectual property rights, privacy or any other right of a third party. The**

customer also declares and undertakes that as part of using the service he will act according and subject to the provisions of the law.

It is clarified that merely by performing the Backup of information and/or uploading information files to Bezeq Benleumi servers and/or servers of anyone on its behalf, directly and indirectly, the customer declares and undertakes that these actions will not undermine the intellectual property rights, privacy or other rights of any third party or any provisions of the law and that he has the right to hold and use the information.

8.2 **The customer declares and undertakes to constantly comply with the rules of properly using the services for accessing the internet network that appear on http://www.bezeqint.net, as updated from time to time by Bezeq Benleumi.**

8.3 Not to undermine from the said, the customer hereby declares and undertakes to indemnify and compensate Bezeq Benleumi completely, immediately upon its initial demand for any demand and/or claim filed against it and/or any damage cause to it due to the customer not fulfilling his statements and obligations in this section.

8.4 Not to undermine from the said in this agreement and without it obligating Bezeq Benleumi, it can take immediate actions, including freezing, removing, preventing access or terminating the service, all or part thereof, in any case of breach and/or receiving a warning of a possible breach of the customer's obligations and statements in this section.

8.5 Not to undermine from the aforesaid, it is clarified that a breach of the customer's obligations and statements will be considered a fundamental breach of this Agreement.

9. Validity of the Agreement and terminating the service

9.1 Unless stated otherwise in the letter of engagement, this Agreement will remain valid until one of the parties gives notice of terminating it.

9.2 It is hereby clarified that upon terminating the service for whatever reason, the validity of any license to use provided for the customer as part of the service will expire.

9.3 **The customer knows that upon terminating the service for whatever reason, the backed up information and all files stored by the customer as part of the service, will be immediately deleted without prior notice.**

10. General

10.1 The parties addresses for sending notices is as specified in the engagement letter or any other address as informed by one party to this Agreement to the other. Not to undermine from the said, the customer hereby gives his consent that each of the following *per se* – the email address used by the customer as the user name for the service website and/or any other email address provided by the customer to Bezeq Benleumi for receiving notices, can serve Bezeq Benleumi for sending notices according to this Agreement and/or the law.

10.2 Not to undermine from the said in this Agreement, engaging and using the service website are according and subject to the service website terms of use as they appear on the www.bezeqint.net internet website and as updated from time to time.

10.3 Not to undermine from the provisions of the Wire Tapping Law, 5739-1979, Privacy Protection Law, 5741-1981 and any other law concerning protection of a person's privacy, Bezeq Benleumi will be entitled to use details or information delivered as part of the service and also to document them for internal control and/or observing the intactness and nature of the service and/or to statistically tracking the activity and using the service. Yet it is clarified that the said does not give Bezeq Benleumi authorization to view the information itself.

10.4 The customer hereby gives his consent to receive updates and/or advertising/marketing materials through the details provided to Bezeq Benleumi, including the email address, telephone numbers, mobile and facsimile numbers and/or details provided from time to time as part of engaging in this Agreement.

10.5 In case of any contradiction and/or incompatibility between the provisions of this Agreement and any other publications regarding the service, including in newspapers, the provisions of this Agreement will prevail for every issue and matter.

10.6 Bezeq Benleumi's records and procedures will be conclusive evidence of all issues connected in any way with the service discussed in this Agreement.

10.7 The authorized court in Tel Aviv will have sole and exclusive jurisdiction to deliberate any case of a dispute or disagreement concerning these conditions according to the laws of the State of Israel.

Appendix A' – Technical Requirements

Threshold Requirements – Software

Requirement	Minimum Specifications		
Processor	450MHz (800MHz recommended) for the Windows® XP Family		
	800MHz (1GHz recommended) for the Windows Vista® Family		
	800MHz (1GHz recommended) for the Windows® 7 Family		
	1000MHz (1GHz recommended) for the Windows® 8 Family		
Memory	512MB (1GB recommended) for the Windows® XP Family		
	1 GB for the Windows Vista™ Family		
	1 GB for the Windows® 7 Family		
	1 GB for the Windows® 8 Family		
Operating system	Series or Family	Service Packs or Releases	Lang
	Windows® XP Family (32-bit only)	SP3	EN, JP, FR, DE, ES, IT, TC, TR, HE
	Windows Vista® Family (32 or 64-bit)	SP2	
	Windows® 7 Family (32 or 64-bit)	SP1	
	Windows® 8 Family (32 or 64-bit)		
Disk space	50 MB		
Web browser	Microsoft® Internet Explorer® 7.0, 8.0, 9.0, 10.0, 11.0 (32bit & 64-bit)		
	Mozilla® Firefox® 3.5 and higher		
	Google Chrome™ 5.x and higher		
	Safari for Mac 4.x (M) and 5.x (H)		
Display	High-color display with a resolution of 640x480 pixels or higher		

Threshold Requirements – Access to Service Website

Web browser	Microsoft® Internet Explorer® 7.0, 8.0, 9.0 (32bit)
	Mozilla® Firefox® 3.6, 4, 5, 6 and 7
	Google Chrome™ 12 and 13
	Safari for Mac 4.x (M) and 5.x (H)
JAVA	Latest JDK
Email client	

Threshold Requirements – Smartphone Application

Operating system	Series or Family	Software
	H - iOS 5, or higher	**H -** iPhone Safari
	H - Android 4.0 and higher	**H -** Android browser

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