

Pepper End User License Agreement

Below are the terms and conditions for the use of Pepper.

1. **Definitions.** The following terms shall have the meanings stated next to them, unless the context otherwise requires or otherwise defined in this End User License Agreement (the “EULA”).

"**Company**" or "**Licensor**" – Private Secretary Ltd.

"**Content**" – any content provided to the Company in any format or medium, including without limitations files/URLs, e-mail addresses, video clips, images, text and comments/text etc.

“**Corporate Entity**” - any organization formed to act as an independent entity to carry on business or other activities, including without limitations: company, corporation, trust, partnership etc.

"**Event**" – any form of meeting, whether social, work or otherwise related..

"**Pepper**" – the Company’s system for scheduling Events in a User’s electronic calendar.

"**User**" – any person who surfs the Site or registers to Pepper through the Site.

"**Site**" – the Company’s site at the following address: www.pepper.ai, and any subdomains thereof.

2. Use of Pepper.

2.1. The use of Pepper is subject to the provisions of this EULA, which constitutes a binding agreement between User and the Company.

2.2. In order to enter into this EULA, User must be a person (acting on his behalf or on behalf of a Corporate Entity) at least 18 years of age and must be legally competent to enter an agreement. By using the Site and/or Pepper, any user younger than 18, or who does not have the competence to enter an agreement, confirms that he had received his legal guardian's approval to enter the EULA and to use Pepper. By using Pepper, any User acting on behalf of a Corporate Entity confirms his legal authority to enter the EULA to use the Site and/or Pepper on behalf of such Corporate Entity. **Inasmuch as a User is under the age of 18 and/or has no competence or Corporate Entity authority to enter an agreement and had not received his legal guardian's approval – he/she may not use the Site and/or Pepper.**

3. License. As long as a User complies with the terms of this EULA, the Company grants to such said User a non-exclusive, non-transferable, limited and revocable license, free of charge, to use Pepper for the sole purpose of Pepper Intended Use (the "**Pepper License**"). In case of a Corporate Entity, the Pepper License shall apply only to employees of such organization.

The Company may terminate the Pepper License at any time or require a license fee as condition for its continuity, subject to a seven (7) days prior notice to the User.

4. Pepper Services.

- 4.1. Subject to the terms of this EULA, Users may allow Pepper to schedule Events for them in their electronic calendar, by: (1) copying Pepper to an e-mail that is sent for scheduling an Event. In such case, Pepper shall schedule the Event to the closest time available for the participants of the Event; or (2) entering the Site for scheduling customized Events, using the additional features available on the Site; all as further detailed in the following link pepper.ai (the "**Intended Use**" or "**Services**").
- 4.2. Pepper supports the following electronic calendars: Google Calendar (connected to Gmail), Mail.Ru and Outlook ("**E-mail Provider**").
- 4.3. The Company may add or remove Services from time to time, turn free Services into Services for a fee and vice versa, all at its sole discretion, subject to a seven (7) days prior notice.
- 4.4. Pepper may present to the Users advertisements of its products and services or third party products and services, including without limitations offers for restaurants, conference rooms, airports, hotels, etc., including advertisements related to a certain Event according to its characteristics (for example: its locations and type).
- 4.5. Pepper may allow third parties to offer the Users various Services, as set forth above. The User is advised that **Services provided by a third party are under the sole responsibility of that third party, and the Company shall not be liable in any way whatsoever for these Services.**
- 4.6. Users shall use the Services offered by Pepper in good faith, according to law and subject to the terms of the EULA.

5. Registration as a Condition to Use Pepper

- 5.1. When registering to Pepper, User is required to provide his/her full name and state whether the User is a male or female. In addition, User must choose the E-mail Providers in which User have an e-mail account.
- 5.2. In order to use Pepper, User will be required to provider User's E-mail Provider certain permissions with respect to User's e-mail account. After choosing the User's E-mail Provider, a dedicated API page within E-mail Provider's website will be opened, in which User will be required to authorize Pepper access to User's e-mail, calendar and contact persons. Said authorization will be granted in order for Pepper to schedule Events for the User, including the following activities: reading, writing, deleting and/or changing Events in User's calendar. Pepper's activities herein set forth are subject to the Privacy Policy of the Company and its obligation for confidentiality set forth in Section 8.4.

- 5.3. Registration to Pepper is personal and per an e-mail account. Users must keep their e-mail password confidential and not allow others to make use of Pepper under their username.
- 5.4. Users hereby agree and declare that they shall be solely responsible for any operation carried out under their electronic calendar.
- 5.5. The Company is entitled to cancel the registration to Pepper and the Pepper License of Users who use Pepper, for any reason whatsoever, with no obligation to provide reasoning to its decision or any notice.
6. **Forbidden Activities.** Without derogating from anything in this EULA and applicable law (including the Israeli Computers Law, 1995), the following actions are forbidden with respect to Pepper: (i) attempt any kind of interference, harm, damage, overburden or disruption to the Site, Pepper and/or the server on which the Site is stored or any other server, computer or database connected to the Site and/or Pepper; (ii) gain unauthorized access to the Site and/or Pepper; (iii) attack the Site and/or Pepper and/or anyone else in any manner, including without limitations by a denial-of-service attack or a distributed denial-of-service attack; (iv) perform or attempt any reverse engineering activities of Pepper; (v) any activity that intends to record, learn or copy the activity of Pepper; (iv) perform any activity (including providing any file, URL or code) intended to send malicious information of any kind from Pepper to the Company, any user, any third party and/or any server; or (iv) any other misuse of Pepper's Services and/or manipulation and/or alteration and/or interference with Pepper's Services, for any purpose.
7. **Content of User.**
- 7.1. By providing Content to the Company, including by sending Content to Pepper through e-mails and/or inserting any Content to Pepper through use of the Site (for example by scheduling Events through the Site), the User declares that (i) the Content is compatible with the terms of this EULA and does not breach any laws or third party rights; (ii) he has full rights, authorizations and licenses required with respect to said Content (including with regard to copyright).
- 7.2. Any Content provided to the Company by the User is at said User's sole responsibility, including any legal implications concerning providing the Content.
- 7.3. **THE COMPANY SHALL NOT BEAR ANY RESPONSIBILITY IN CONNECTION WITH ANY CONTENT PROVIDED BY THE USERS**, including any legal implications of such Content. Full responsibility lies with the User who provided said Content.
- 7.4. For the avoidance of doubt, providing prohibited Content to Pepper may result in sanctions by the Company or any other third party, including without limitations immediate terminating registration to Pepper, fines and/or recourse to legal action.

8. Pepper Intellectual Property

- 8.1. All intellectual property rights relating to the Site and Pepper, including their name, trademarks (whether registered or not), copyright and patents, shall be exclusively owned by the Company, including (and without derogating from the generality of the foregoing): their design (including user experience design), applications, and the software and computer code related thereto.
- 8.2. Without derogating from the generality of the foregoing, it is hereby clarified that no use, duplication, distribution, creation of derivative content, display, broadcast, performance in public and/or making available to the public of any intellectual property related to the Site and Pepper is allowed, without the prior written consent of the Company.
- 8.3. Users irrevocably agree to grant the Company a license for the use of Content provided to the Company as follows: a worldwide, non-exclusive license, exempt of any obligation to pay royalties, transferable (including granting of sublicenses) for the purpose of providing the Services and for internal anonymized research and development purposes only (the “**Purpose**”), including without limitations improvements of Pepper, artificial intelligence learning and other services and/or products and/or platforms of the Company.

It is hereby clarified, that the Company shall use the Content provided by Users to the Company only subject to Company’s confidentiality obligations set forth in Section 8.4 below.

8.4. Confidentiality

- 8.4.1. The Company undertakes to keep in confidence and not to disclose the Content provided to the Company by Users (“**Confidential Information**”) to any third party, including without limitations to other users, and not to use the Confidential Information (except for the Purpose set forth in Section 8.3).
- 8.4.2. Please note that the fact that a User is using Pepper shall not be confidential and the Company may publish the fact that you are a Company client.
- 8.4.3. **Notwithstanding, Confidential Information shall not include information or matter that** (a) was in legitimate possession of the Company prior to disclosure hereunder; (b) was independently developed by or for the Company without reference to or use of the Confidential Information; (c) shall have appeared in any printed publication, registered patent or published patent application or is otherwise in the public domain except if in the public domain solely as a result of breach of this EULA by the Company; (d) shall have been lawfully received by the Company from another person or entity, who, to the reasonable knowledge of the Company, has no confidentiality obligation to the respective User; (e) is approved in writing by the respective User for release by the Company; or (f) is required or compelled by law to be disclosed, provided that the Company gives a reasonable prior notice to the respective User to allow it to seek protective or other court orders (if possible) and in any case the Company

shall limit such disclosure to the minimum disclosure required for compliance with such legal requirement.

8.4.4. **Notwithstanding the above**, in the future, the Company may change the **privacy definitions of Pepper**.

9. **Publicity**. The Company may issue or release any announcement, statement, press release or other publicity or marketing materials stating that a User is a customer of the Company and using Pepper, subject to Company's confidentiality obligations; and for that purpose shall use the User's trademarks, service marks, trade names, logos, symbols or brand names.

10. **Privacy Policy and Cookies Policy**

The Privacy Policy and Cookies Policy published on the Site are incorporated by reference to this EULA and shall be deemed part of this EULA.

11. **Limitations and Disclaimers**

11.1. By entering and using Pepper, the User has agreed and approved that **the use of Pepper is enabled to him on an 'As-Is' and 'As-Available' basis only, without any liability and obligation on behalf of the Site, Pepper and the Company**.

11.2. Users should not rely on any material published on the Site and/or on Pepper without verifying its correctness and legality by himself, and in any case, said material **does not constitute advice and/or an opinion of any kind whatsoever by the Company**.

11.3. With respect to content uploaded by the Company, Users may not create derivative content of any kind, modify (including without limitations removing any trademarks), publicly display or perform, unless explicitly authorized by the Company.

11.4. **THE COMPANY, ITS SHAREHOLDERS, DIRECTORS, EMPLOYEES AND ANYONE ELSE ACTING OF ITS BEHALF SHALL NOT BE RESPONSIBLE FOR ANY DIRECT AND/OR INDIRECT DAMAGE, WHETHER PECUNIARY OR NOT, OR DAMAGE TO ANY PROPERTY RELATED TO PEPPER AND/OR WHICH DERIVES FROM PEPPER, NOR FOR ANY DIRECT AND/OR INDIRECT DAMAGE CONCERNED WITH FAULTY FUNCTIONING OF PEPPER**, including, and without derogating from the abovementioned: problems of availability of Pepper, Events which were not scheduled according to the User's preferences, problems with reminders on Events, removal or change of Events or any other activities scheduled in the User's electronic calendar, etc. **THE USER HEREBY WAIVES ANY CLAIM AND/OR DEMAND AGAINST THE COMPANY, AS ABOVE SAID.**

11.5. Without derogating from the provisions of any law, **THE USER HEREBY UNDERTAKES TO INDEMNIFY AND COMPENSATE THE COMPANY, ITS EMPLOYEES, DIRECTORS AND MANAGERS, SHAREHOLDERS OR ANYONE ELSE ON ITS BEHALF, IN ANY EVENT IN WHICH THE USER**

SHOULD BREACH THE TERMS OF THIS EULA, AND/OR SHOULD ACT IN CONNECTION WITH THE SITE, PEPPER, ITS SERVICES AND/OR ITS CONTENT IN ANY MANNER CONTRARY TO THE PROVISIONS OF THE LAW AND/OR THIS EULA.

11.6. Indemnification set forth above shall cover any expense, payment, loss, loss of profit or any other damage, direct or indirect, whether pecuniary or not, that will be suffered by the Company, including to any of its employees, directors and managers, shareholders or anyone else on its behalf, including legal expenses and attorney's fees.

12. **Contacting the Company**

The Company provides support for all matters regarding the Site and Pepper through the "Contact" button and through the following email: Info@pepper.ai. Support is provided during the Company's normal business hours.

13. **Assignment of rights**

The Company is authorized to assign its own rights and obligations under this EULA to any third party, without notifying the Users and without receiving their approval.

14. **Modifications and Termination of Service; Account Termination**

14.1. This EULA, the Site and Pepper (including all aspects thereof, including and without derogating from the generality of the foregoing: its availability, its interface, and its scope) may be modified, replaced and adjusted, fully or in part, per the Company's sole discretion.

14.2. The User hereby relinquishes any and all claim, argument and/or demand in relation to abovementioned modifications.

14.3. The Company is authorized to cease operating the Site and/or Pepper, fully or in part, including provision of any and all the Services on the Site and/or on Pepper, and to cancel the EULA, in full or in part, at any given time, without advance notice and/or obligation to motivate its decision.

14.4. Accordingly, User is advised to keep the EULA for future reference and comparison.

14.5. User may delete your account at any time through Pepper's Site, at the designated place on the Site

15. **Entire Agreement**

This EULA supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them relating to such subject matter.

16. **Non-Waiver**

No delay or failure by the Company to exercise any right under this EULA, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

17. **Limitation**

ANY CLAIM BY THE USER FOR ANY REASON OR GROUNDS AGAINST THE COMPANY IS LIMITED TO ONE YEAR AS OF THE DAY ON WHICH THE USER WILL HAVE BECOME AWARE OF IT FOR THE FIRST TIME. After this one-year period, the User will be considered as having waived and relinquished all rights in connection with said claim. This paragraph does not derogate from the validity and generality of liability limitation and waiver of various rights included in this EULA.

Without derogating from the above, User's sole and exclusive remedy in the event of any breach of obligations under this EULA by the Company shall be either a refund of the price paid by User to the Company or replacement of a defective service.

18. **Governing law and jurisdiction**

The law governing any and all disputes and/or interpretation concerning this EULA, the Site and Pepper is **Israeli law only**, without giving effect to any principles of conflict of law.

The exclusive jurisdiction shall be granted to **the authorized court of law in the district of Tel-Aviv – Jaffa**, Israel, only.

Updated version as of April 1, 2019.

Privacy and Cookies Policy

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"**Company**" – Private Secretary Ltd.

"**Content**" – any content provided to the Company in any format or medium, including without limitations files/URLs, e-mail addresses, video clips, images, text and comments/text etc.

"**Corporate Entity**" - any organization formed to act as an independent entity to carry on business or other activities, including without limitations: company, corporation, trust, partnership etc.

"**Event**" – any form of meeting, whether social, work or otherwise related.

"**EULA**" – Pepper End User License Agreement.

"**Pepper**" – the Company's program for scheduling Events in a User's e-mail calendar.

"**User**" – any person who surfs the Site or registers to Pepper through the Site.

"**Services**" – as defined in the EULA.

"**Site**" – the Company's site at the following address: www.pepper.ai

Privacy Policy

1. The Company appreciates and respects your privacy and has therefore drawn up this privacy policy. Please take into consideration that the Company may reveal your private information to third parties as part of the Services, and/or as part of compliance with local laws, should it be required to do so.
2. The Company may retain the following personal identifying data provided by you in the process of your registration to Pepper and your use of Pepper: your full name, e-mail address, the name and details of the Corporate Entity under its account you are registering (if applicable), as well as other information you will provide to the Company during your registration to Pepper and use of Pepper, such as (a) content of e-mails which are sent to Pepper for scheduling Events, including without limitations contacts appearing in said e-mails sent to Pepper ("**User's E-mail Content**"); (b) User's preferences for scheduling Events, as provided on the Site; and (c) information which will be provided by third parties through which a user may register to Pepper (e-mail services providers etc.) (collectively: "**Personal Data**").
3. The Company does not store your password or registration details to your browser, used to identify yourself to Pepper and access Pepper's services, such details are .

The Company may use Personal Data and share it with third parties solely in order to (i) provide and improve the Services; (ii) develop additional features; (iii) perform machine learning in order to improve the customization of the Services to the User; (iv) enforce this Privacy and Cookies Policy and/or the EULA, including investigation of potential violations thereof; (v) detect and prevent fraud, security or technical issues; (vi) address User's support

or other requests; (vii) address claims that any Content available on the Site violates the rights of third-parties; (viii) address claims that contact information of a third-party has been published or transferred without their consent; (ix) protect the rights, property, or personal safety of the Company and anyone on its behalf or the general public; and to (x) collect, maintain and/or manage User's Personal Data through the Company's third parties service providers, which may be located in a country that does not have the same data protection laws as the User's jurisdiction. Said activities may include machine scanning and analytics of User's E-mail Content, without reviewing or monitoring User's E-mail Content. The User agrees that a copy of the User's E-mail Content may be retained in an archive, solely for the purposes set forth above.

The Company may access User's E-mail Content only for the above-mentioned purposes. The Company does not otherwise review or monitor User's Content. The Company shall not expose or publish or grant access to User's E-mail Content to any third party, except the electronic calendars service providers approved by the User.

The Company may access and provide copy of User's E-mail Content if required by judicial order or government authority or otherwise according to applicable law.

The Company accesses the User's e-mail calendar through Pepper only for viewing when the User is available for scheduling an Event, and it does not review or monitor any data which appears on such calendar.

4. The Company may transfer Personal Data of User to third party service provides across borders and from the User's country or jurisdiction to other countries or jurisdictions worldwide. The Company may transfer such data to a country and jurisdiction that does not have the same data protection laws as the User's jurisdiction, and the User hereby agrees to such transfer of data for the purpose of providing the services offered by Pepper, including without limitations: scheduling, re-scheduling, cancelling meetings and combinations of these service, all at the request of the User.
5. The Company may contact you from time to time with various mailings, advertises and offers, if you gave the Company your consent to such mailings; however, you may announce your refusal to receive further information at any time.
6. Should the Company be required to provide information by any competent law enforcement authority (a "**Competent Authority**"), it will do so subject to a judicial order or any other legal directive. This means, that the Company may disclose your Personal Data pursuant to a Competent Authority requirement.
7. The Company may use third party Services in order to provide the Services, such as: Amazon AWS server services, Google API, Mail.ru API, Outlook API, Icloud API and Google Maps (for auto-complete of addresses and providing estimated time of arrival to meetings). **The Company recommends that you read the terms of use and the privacy policies of those third parties as well.**
8. **The Company may also use Google Analytics, a Google tool** that helps the Company analyze the User's use of the Site. The information collected through said tool, including the User's IP and URL of the internet page the User is surfing, is stored on Google servers. To the Company's knowledge, Google uses such information to evaluate the User's use of the Site, and to generate reports for sites' operators on the site's activity and the internet use. **Google may also transfer said information to third parties if required by law or if such**

third parties processes the information for Google. To Company's knowledge, Google shall not connect the User's IP with any other information possessed by Google. The full Terms of Service of Google Analytics may be found at this address: <https://www.google.co.il/analytics/terms/us.html>.

9. The Company uses professional security services in order to safeguard the collected information. Such services include periodic checks and backups. Nevertheless, even though the company is minded to the security of collected information and uses efforts to safeguard it, the Company cannot be responsible for any security faults that may be caused and are beyond its control.
10. You may request to review the information collected about you, delete or modify it, through e-mail, by pressing the "Contact" button found on the Site, and the Company will make reasonable efforts to fulfill your request pursuant to any applicable privacy laws.
11. Unless User instructs the Company otherwise, the Company may retain the User's Personal Data for as long as reasonably required for the purposes set forth herein, all as permitted under any applicable privacy laws. Non-Personal Data derived from User's use of Pepper and/or the Site may remain on the Company's servers indefinitely.
12. You may delete your account at any time through Pepper's Site, at the designated place on the Site.

Updated version as of April 1, 2019.

Cookies Policy

13. Like many other websites, **the Site and Pepper make use of Cookies** – mainly small text files which are stored on the hard drive of the User's computer and enable the Site, Pepper and third parties to identify the User, analyze the User's activity online, provide a better surfing experience, adjust the Site and Pepper to User's personal preference and for information security and collecting statistical data.

In addition, Cookies are used to allow third parties, such as Google, to display promotional material to the User on other sites visited by the User across the internet.

14. The Site and Pepper use 'Session Cookies' which are deleted when a User leaves the Site and 'Persistent Cookies' (memory cookies) which are stored on the User's computer, but may be deleted manually by the User. Persistent Cookies are used in order to able quick verification and log-in of the User.
15. Every User is entitled to change the settings of his web browser such that Cookies will not operate on his computer. In addition, a User may delete Cookies stored on his computer at any time. User must understand that ceasing the activity of the Cookies or deleting them means that the Site will not be adjusted to User's personal preferences, and he/she may be required to reinsert his login details etc.
16. It is required to point out that changing the settings of the Cookies and/or blocking them may harm the User's experience and may also prevent use in certain parts or features of the Site, as well as harm or prevent use of certain other services and features in other websites.

17. User may find additional information of the following websites: www.networkadvertising.org and www.allaboutcookies.org.
18. By surfing the Site you agree to the use of Cookies by the Site.

General

19. This Agreement and the Site (including all aspects thereof, including and without derogating from the generality of the foregoing: its availability, its interface, and its scope) may be modified, replaced and adjusted, fully or in part, per the site operator's sole discretion.
20. The User hereby relinquishes any and all claim, argument and/or demand in relation to abovementioned modifications.

Updated version as of April 1, 2019.