

Koalitime APP Terms of Use

IMPORTANT: BY DOWNLOADING, ACCESSING AND/OR USING THE APP (DEFINED BELOW) YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT DOWNLOAD, ACCESS OR USE THE APP.

1. Acceptance of Terms

The following agreement consists of the terms and conditions governing your ("**you**" or "**user**") access to and use of KM.Koalitime Ltd.'s ("**Koalitime**" or "**We**") application for screen-time management for children and any content or service therein (collectively, the "**App**"). These KOALITIME APP TERMS OF USE together with the Koalitime Privacy Policy available at: [https://drive.google.com/file/d/1D1nJAyhbSRwrQld0CdiyUpki0h6VahFj/view?usp=drive_link] ("**Terms**") constitute a binding agreement between you and Koalitime, and by continuing to use the APP (in whole or in part) in any way or manner you agree to abide by, and be bound, by these Terms. If you do not understand and/or agree to these Terms, you should immediately exit cease using and delete the App.

We may unilaterally change or add to the terms of these Terms at any time. In the event of a material change, We shall notify you by means of a prominent notice on the App. You should check the App periodically and review changes to the Terms. By continuing to use the App following such modifications, you agree to be bound by such modifications. If you are not comfortable with all of the provisions of these Terms, please do not use the App.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE IN SECTION 9 BELOW THAT APPLY TO ALL USERS FROM THE USA. EXCEPT FOR CERTAIN TYPES OF DISPUTES, AS EXPLAINED IN SECTION 1010, YOU AND KOALITIME AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING INDIVIDUAL ARBITRATION, AND YOU AND KOALITIME WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION

2. License.

Subject to the terms and conditions set forth herein, and subject to any subscription terms set forth on the App or otherwise provided by Koalitime, Koalitime hereby grants to you, and you accept, a personal, nonexclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license to access and make personal, non-commercial use of the App only according to the terms of these Terms. The license shall be granted until terminated in accordance with the terms hereof.

3. Limitations on Use

Except as specifically permitted herein, you agree not to (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share any of your rights under these Terms with/to any third party; (ii) transfer, distribute, scrap, copy all or any part of the App and/or the Koalitime IPR (as defined below); (iii) refer to the App by use of framing; (iv) make use of the App in any jurisdiction where same are illegal or which would subject Koalitime or its affiliates to any registration requirement within such jurisdiction or country; (v) use, or encourage, promote, facilitate or instruct others to use the App for any illegal, harmful or offensive use; (vi) transmit or upload any viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; (vii) access the App through or use with the App any unauthorized means, services or tools including without limitation any data mining, robots, or any other automated means or data gathering and extraction tools, including without limitation in order to extract for re-utilization of any parts of this App; (viii) perform any act that destabilizes, interrupts or encumbers the App or its servers or use automatic means, robots or crawlers, that enable sending more request messages to the servers of the App, in a given period of time, than a human can reasonably send in that time period by using the App; (ix) copy, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), make any attempt to discover the source code of the App and/or any other software available on the App or create derivative works thereof; or (x) penetrate or circumvent or attempt to penetrate or circumvent any technical restrictions or limitations included in the App or its servers. You are solely responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the App.

4. Ownership of Proprietary Rights

The App, including without limitation any underlying data, software, platforms, algorithms, technology, design, UI, any information, services, texts, files, charts, graphs, photos, videos, sound, music, organization, structure, "look and feel" and features and any modifications, enhancements and derivatives thereof and all Intellectual Property Rights related thereto ("**Koalitime IPR**") are the exclusive property of Koalitime and/or its licensors who retain all right, title and interest in connection therewith.

No transfer or grant of any rights by Koalitime is made or is to be implied by any provision of these Terms or by any other provision contained in the App with respect to the Koalitime IPR or otherwise, except for the limited license set forth in Section 2 above.

"**Intellectual Property Rights**" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill

rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

5. Privacy

Koalitime's privacy practices are governed by Koalitime's App Privacy Policy, the most updated copy of which can be found at :

[https://drive.google.com/file/d/1D1nJAyhbSRwrQld0CdiyUpki0h6VahFj/view?usp=drive_link]
("Privacy Policy").

6. Disclaimer

YOU AGREE THAT YOUR USE OF THE APP AND/OR THE KOALITIME IPR SHALL BE AT YOUR OWN RISK. THE APP, INCLUDING WITHOUT LIMITATION KOALITIME IPR ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, KOALITIME DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND COMPLIANCE WITH REGULATORY REQUIREMENTS.

KOALITIME DOES NOT WARRANT THAT THE KOALITIME IPR AND/OR APP WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE APP OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

KOALITIME DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE KOALITIME IPR OR APP INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY OR OTHERWISE. WITHOUT DEROGATING FROM THE FOREGOING, THE INFORMATION PROVIDED THROUGH THE APP MAY BE PARTIAL, OUT-DATED, INACCURATE AND SUBJECT TO CHANGE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE APP AND/OR ANY OF THE KOALITIME IPR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability

TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL KOALITIME AND ITS AFFILIATES AND ITS AND THEIR PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE APP OR KOALITIME IPR, OR RELIANCE THEREON OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY KOALITIME.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Third Party Content

The App may contain content or recommendations of content or services provided by third parties and links to outside services and resources, Koalitime is not responsible to screen, monitor or control such content and services. Any concerns regarding any such linked or recommended service or resource should be directed to such particular service or resource provider. Such links and content are provided only as an informational resource, simply as a service and only for your convenience. Koalitime is not responsible or liable for such links and/or content or services. Without derogating from the foregoing, should you leave the App via a link contained herein and/or view or access content or services that are not provided by Koalitime, you do so at your own risk and Koalitime shall not be responsible or liable for damages or losses caused in connection therewith. In as much as you are redirected to linked sites, applications and content, We recommend you to carefully read and abide by the terms of use and privacy policies of such applications, sites and content.

9. Termination

We may terminate these Terms and/or suspend your right to access or use any portion or all of the App and/or Koalitime IPR immediately (including without limitations the license set forth in Section 2 above), at our sole discretion without notice. Upon termination you shall immediately cease using the App and the following sections shall survive: 1,3, 4, 6-11.

10. Arbitration, Class Waiver, and Jury Waiver. This Section applies solely to users from the USA. Users from other jurisdictions shall be subject to the law and venue set forth in Section 11(i) below.

10.1. Applicability of Arbitration Agreement. All claims and disputes arising out of or relating to these Terms or the use of the App that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis ("**Disputes**"), except that you and Koalitime are not required to arbitrate any dispute for enforcement or infringement of either party's Intellectual Property Rights ("**Excluded Disputes**"). Any and all Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.

10.2. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association ("**AAA**"). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator. Any Disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For Disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

10.3. Additional Rules for Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.

10.4. Authority of the Arbitrator. The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and Koalitime. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to

grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Koalitime.

10.5. **Waiver of Jury Trial.** YOU AND KOALITIME WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, OTHER THAN IN RESPECT OF EXCLUDED DISPUTES. YOU AND KOALITIME ARE INSTEAD ELECTING TO HAVE CLAIMS AND DISPUTES RESOLVED BY ARBITRATION. IN ANY LITIGATION BETWEEN YOU AND KOALITIME OVER WHETHER TO VACATE OR ENFORCE AN ARBITRATION AWARD, YOU AND KOALITIME WAIVE ALL RIGHTS TO A JURY TRIAL, AND ELECT INSTEAD TO HAVE THE DISPUTE BE RESOLVED BY A JUDGE.

10.6. **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor We are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 10.12 below.

10.7. **Confidentiality.** No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

10.8. **Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.

10.9. **Opt-out.** You may opt out of this arbitration agreement. If you do so, neither you nor Koalitime can force the other to arbitrate. To opt out, you must notify Koalitime in writing no later

than thirty (30) days after first becoming subject to this arbitration agreement. Your notice must include your name and address, the email address and phone number you provided on the App when you registered or made a purchase, and an unequivocal statement that you want to opt-out of this arbitration agreement. You must send your opt-out notice to this address: [office@koalitime.com]

10.10. **Small Claims Court.** Notwithstanding the foregoing, either you, or Koalitime may bring an individual action in small claims court.

10.11. **Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with Koalitime.

10.12. **Venue for Excluded Disputes.** Excluded Disputes shall be governed by and construed exclusively in accordance with the laws of the state of Delaware, without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the competent courts in the United States District Court for the District of Delaware in Wilmington, DE in respect of Excluded Disputes and hereby submit themselves to the exclusive jurisdiction of these courts.

10.13. **U.N. Convention.** The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded, whether the claim is in arbitration or at court.

11. General

(i) For all non-US users, these Terms shall be governed by and construed in accordance with the laws of Israel, without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the courts of Tel Aviv-Jaffa, Israel. The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded; (ii) notwithstanding the foregoing, in the event of breach or threatened breach by of any provision of these Terms by you, Koalitime could suffer significant and irreparable harm that could not be satisfactorily compensated in monetary terms, and that the remedies at law available to Koalitime may otherwise be inadequate and Koalitime shall be entitled, in addition to any other remedies to which it may be entitled to under law or in equity, to the immediate ex parte issuance, without bond, of an equitable relief, including without limitation an injunctive relief, in any jurisdiction worldwide. You hereby acknowledge and agree that Koalitime shall not be required to post bond as a condition to obtaining or exercising any such remedies, and you hereby waive any such requirement or condition; (iii) if any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the

remainder of these Terms; (iv) You acknowledge and agree that Koalitime has the right, at any time and for any reason, to redesign or modify the Koalitime IPR and other elements of the App or any part thereof and to start charging/ change the rates for using the App; (v) these Terms are the entire agreement between you and Koalitime regarding the subject matter herein; (vi) Koalitime may assign these Terms, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of Koalitime. Any unauthorized assignment will be void and of no force or effect; (vii) no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and Koalitime any rights, remedies or other benefits under or by reason of these Terms; (viii) Koalitime's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Koalitime as to subsequent enforcement of rights or subsequent actions in the event of future breaches; (ix) all waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion; (x) ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.

If you have any further questions or require further clarification, please contact us by sending an e-mail to: [*office@koalitime.com*]

Last updated: November 8, 2024