



Gloq End User License Agreement

IMPORTANT – PLEASE READ CAREFULLY

This Agreement: This agreement, and any new versions, between Revolutionare LTD, owner of the Gloq Software and you, covers all your use of Gloq Software from any terminals where Gloq Software has been installed, by you or by third parties, and by using Gloq software you accept the following.

Jurisdiction's Restrictions: If the law of your country prohibits you from downloading or using our software because you're under the age limit or because our products are not allowed in your country, please don't use it.

License and Restrictions

License. Subject to the terms of this Agreement, Revolutionare hereby grants you a limited, personal, non-commercial, non-exclusive, non-sublicensable, non-assignable, free of charge license to download, install and use the Gloq Software on your computer, phone or PDA for the sole purpose of personally using the online advertising applications provided by Gloq and any other applications that may be explicitly provided by Revolutionare. For the avoidance of doubt, you are allowed to use Gloq software at work, in accordance with the terms of this Agreement. The Gloq software is the software distributed by Revolutionare for online advertising, including without limitation the Gloq API, UI and documentation (online or offline), as well as any future programming fixes, updates and upgrades thereof.

No Modifications. You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Gloq Software or any part thereof.

Third Parties. The Gloq Software may be incorporated into, and may incorporate itself, software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Gloq Software falls under the scope of this Agreement.

Exclusive Ownership. Any and all IP rights to or arising from the Gloq Software are and shall remain the exclusive property of Revolutionare and/or its licensors. Nothing in this Agreement intends to transfer any such IP rights to, or to vest any such IP rights in, you. You are only entitled to the limited use of the IP rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with Revolutionare's IP rights. Any unauthorized use of Revolutionare's IP rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws. All title and IP rights in and to any third party content that is not contained in the Gloq Software, but may be accessed through use of the Gloq Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

Additional Terms

The following policies are incorporated into this Agreement and provide additional terms and conditions:

Distribution of Gloq Software. You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Gloq Software or any part thereof. For the right to distribute you will have to agree to and meet with the Distribution Terms

Gloq API. Under this Agreement you are not allowed to use the Gloq API unless you agreed to and comply with the API Terms of Use
Gloq Promotional Materials. Nothing in this Agreement will give you any right to use the

Your Confidential Information and Your Privacy. Revolutionare is committed to respecting your privacy and the confidentiality of your personal data. The Privacy Policy sets out how Revolutionare may use of your personal data, the traffic data as well as the content contained in your communication(s).

The following agreements are related to additional services provided by Revolutionare's affiliates:

Additional services (gloqPro, gloqConnect, gloqLight, etc.) are provided by Revolutionare and subject to the relevant license agreement and any other exceptions. If you are interested in doing anything else than permitted under this Agreement or by one of the above agreements, you will have to obtain Revolutionare's prior written consent and explicitly agree upon any further (commercial) terms.

What you should and should not expect from Gloq

No Warranties. Installing Gloq Software enables you to integrate communication messages into your emails. Revolutionare cannot guarantee that you will always be able to do so, nor can Revolutionare guarantee that you can do so without disruptions, delays or communication-related flaws or that all your communications shall always be delivered to the email recipients. Revolutionare will not be liable for any such disruptions, delays or other omissions in any communication experienced when using Gloq Software.

Content of Communications. You acknowledge and understand that the content of the communication spread by the use of the Gloq Software is entirely the responsibility of the person from whom such content originated. You, therefore, may be exposed to content that is offensive, harmful to minors, indecent or otherwise objectionable. Revolutionare will not be liable for any type of communication spread by means of the Gloq Software. The words "Powered by gloq" and /or a gloq banner will appear on each email you send, as long as you use the gloq software and as long as you use the gloq software free version.

Utilization of Your Computer. Gloq Software may utilize the processor and bandwidth of the computer (or other applicable device) you are utilizing, for the limited purpose of enabling the attaching of communication between Gloq Software and email recipients. Gloq Software will use its commercially reasonable efforts to protect the privacy and integrity of the computer resources (or other applicable device) you are utilizing and of your communication, however Gloq cannot give any warranties in this respect.

New Versions of the Gloq Software. Revolutionare, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Gloq Software. Revolutionare, in its sole discretion, may modify or discontinue or suspend your ability to use any version of the Gloq Software, and/or disable any Gloq Software you may already have accessed or installed without any notice to you, for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reason, Revolutionare will not accept any liability in relation to the direct or indirect damages caused by the release and/or the absence of release of new versions of the Gloq Software.

What we expect from you

Lawful purposes. You will at any and all times meet with your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Gloq Software in your country, including applicable rules that govern the export or import of software. You will use the Gloq Software solely for lawful purposes. In this respect **you may not**, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for you, (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other

codes or instructions that are designed to distort, delete, damage or disassemble the Glooq Software or the communication, (c) send any unsolicited commercial communication not permitted by applicable law, (d) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable or (e) endanger any part of any system or Internet connection of Glooq or any third party (f) **use glooq software to send out SPAM messages or any "one to many" email blasts.**

Indemnification. You agree on demand to indemnify, defend and hold Revolutionare, affiliates and Revolutionare staff harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the Glooq Software, or (d) communication spread by means of the Glooq Software.

Term, Termination, Updates

Term. This Agreement will be effective as of the date you first install Glooq software and will remain effective until terminated by either Revolutionare or you as set forth below.

Termination You may terminate this Agreement with immediate effect at any time. Without limiting other remedies, Revolutionare may limit, suspend, or terminate this license and your use of Glooq Software, prohibit access to Glooq Website and delete your user account and/or user ID, with immediate effect, if we think that you are in breach of this Agreement, creating problems, legal liabilities (actual or potential), acting inconsistently with the letter or spirit of our policies, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons. Revolutionare shall effect such termination by providing notice to you to the email address you have provided (if any), and/or by preventing your access to your account. We reserve the right to cancel user accounts that have been inactive for more than one (1) year.

Upon termination of this Agreement, (a) all licenses and rights to use the Glooq Software shall immediately terminate, and (b) you will immediately cease any and all use of the Glooq Software, and (c) you will immediately remove the Glooq Software from all hard drives, networks and other storage media and destroy all copies of the Glooq Software in your possession or under your control.

Revolutionare will not be liable in respect of any damage caused by the termination of this Agreement.

Update. Revolutionare reserves the right to modify this Agreement at any time by publishing the revised Agreement on the Glooq Website. The revised Agreement shall become effective within thirty (30) days of such publication or provision to you, unless you expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance or your continued use of the Glooq Software after expiry of the notice period of thirty (30) days, shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at www.glooq.com

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Jurisdiction Limitations. As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to you. In such event the liability will be limited as far as legally possible under the applicable legislation.

Miscellaneous

Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between you and Revolutionare with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

Partial Invalidity. Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

No waiver. If Revolutionare does not take action against all breaches of these Agreement, it does not mean that it waives its right at a later time to enforce the same.

Assignment You are not allowed to assign this Agreement or any rights hereunder. Revolutionare is allowed at its sole discretion to assign this Agreement or any rights hereunder to any third party, without giving prior notice.

Applicable Law and Competent Court. This Agreement shall be governed by and construed in accordance with the laws of Israel without giving effect to any conflict of laws or provisions whether contained in Israel law or the laws of your current state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the courts of the district of Israel.

Language. The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.