

Social Media Influencers Program Terms & Conditions

(Last modified by June 2021)

We, Pro Sportivity (Israel) Ltd. (herein “Us”, “We” or the “Company”) and our affiliated companies own and operate several websites, applications and social media pages under the brand name Minute Media and other similar brand names (“MinuteMedia”).

We operate an influencers program in which signed up operators of websites, mobile applications and social media accounts (“Properties”) can link to content on MinuteMedia (“Content”) and receive payment for traffic generated at MinuteMedia as a result (the “Influencers Program”).

Accepting These Terms & Conditions

These Social Media Influencers Program Terms & Conditions (“T&C”) govern your (“You” or “Your”) participation in the Influencers Program. Your request to sign up to the Influencers Program constitutes Your agreement to and acceptance of these T&C.

Changes and Amendments to These T&C

We reserve the right to amend, add or delete portions of these T&C at any time at Our sole discretion. **You are solely responsible for reviewing these T&C periodically to ensure you are aware of any changes.** Your continued participation in the Influencers Program following any change or amendment to these T&C constitutes your acceptance of such change or update.

Signing Up to the Influencers Program

In order to sign up to the Influencers Program, you should use the online interface at <https://www.90minnetwork.com/> (the “Sign Up Page”). All information submitted on the Signup Page must be accurate and complete. You shall receive a written notice of acceptance or refusal from Us for Your sign up request, at Our sole discretion.

Privacy

We have drafted a Privacy Policy and Cookie Policy (the “Privacy Policy and Cookie Policy”) which detail the ways in which we collect, use and disclose personal information from Minute Media users, including participants in the Influencers Program. The Privacy Policy and Cookie Policy are incorporated into, subject to and a part of these T&C. Your participation in the Influencers Program signifies your acknowledgement of, and agreement to, the Privacy Policy and Cookie Policy. If you do

not agree to the Privacy Policy and Cookie Policy, you may not and should not participate in the Influencers Program.

License

Upon notification of Your acceptance to Our Influencers Program and for the duration of Your participation therein We shall grant You a world-wide, non-transferable and non-exclusive right to post a link to any Content on Your Properties, which are personal to and solely ran by You.

We reserve the right to exclude any Content from the License at Our sole discretion.

The License shall immediately expire upon termination or a breach or alleged breach of these T&C.

Retention of Intellectual Property

You acknowledge that the Company shall be the exclusive owner of all copyrights and all other rights in and to the Content, and that the results of your participation in the Influencer Program hereunder are “works made for hire” under all applicable copyright laws. To the extent that any of the foregoing are not deemed to be works made for hire, You hereby irrevocably assign to the Company in perpetuity all right, title and interest therein (including, without limitation, all copyrights and all renewals and extensions). You acknowledge and agree that the Company’s rights include the right to edit or otherwise modify the Content, and You waives all moral rights (as said term is commonly understood throughout the world) in connection with Your participation in the Influencer Program hereunder. Nothing in these T&C shall constitute any form of transfer of intellectual property or any part thereof from Us to You except as expressly stated herein.

Payment

In these T&C, a “User Session” shall mean the total period of time during which a single user of Your Properties is accessing MinuteMedia, provided that said access originated from Your Properties and initiated there by pressing a link to MinuteMedia.

In these T&C, “User Visits” shall mean the amount of thirty (30) minutes periods into which a User Session can be broken down into (rounded upwards). For example, if a user registered a User Session of 10 hours and 15 minutes, then that user has registered 21 User Visits.

During your participation in Our Influencers Program You shall be paid for every one thousand (1,000) User Visits (herein the "Payment"), calculated according to Our rates then in effect. The number of User Visits counted in Our system will be the final number used for payment.

The Payment shall be made by the 30th of every month with respect to User Visits made during the prior month. Every Payment shall be accompanied with an automated notice detailing the information from which the Payment derived for the relevant month.

Fraud Detection

You shall not engage in Fraud, and You shall not receive any payments for any actions, including User Visits generated as a result of Fraud. We reserve the right to immediately terminate your participation in the Influencers Program and withhold any Payments if we determine, in our sole discretion, that You have engaged in Fraud.

"Fraud" means any action or omission that is (i) illegal in any applicable jurisdiction, (ii) made in bad faith, or (iii) intended to defraud Us or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes Us any damage or harm. Fraud shall include, without limitation, attempts to create click-throughs whether manually or using robots, frames, iframes or scripts, from false accounts or by unauthorized use of any third party accounts, for the purpose of creating commissions.

Independent Contractor Relationship

The parties understand and agree that your participation under these T&C creates the relationship of principal and independent contractor, not employer and employee. This Agreement is not intended to create, and shall not create, an employment relationship, a joint venture, partnership, or similar relationship, for any purpose.

By signing up for the Influencer Program, You represent and acknowledge that: (i) You understand that your participation in the Influencer Program creates the relationship of principal-independent contractor, not employer-employee; (ii) You specifically desire and intend to operate as an independent contractor; and (iii) as an independent contractor, You are not entitled to workers' compensation benefits provided by Company, or unemployment benefits following termination of the parties' relationship, and You are required to pay all applicable income taxes on any monies earned pursuant to your participation in the Influencer Program.

Neither Company nor You shall have the right to bind the other by contract or otherwise, except as specifically provided in these T&C.

Termination of Participation

We may terminate Your participation in the Influencers Program at any time based on Our sole discretion and You agree that you will immediately remove any links of Company Content posted to your Property upon such termination.

Limitation of Use of Content

You may not make any use of the Content which is unsuitable, including: (i) illegal or promotes any illegal activity; (ii) distributes SPAM, (iii) distributes or attempts to distribute any type of, malware, Trojans, spyware or other malicious code to our systems or any third party; (iv) containing pornography, violent materials, defamatory materials; (v) promotes or undertakes illegal gambling, sale of firearms, sale of drugs; (vi) intended to and/or designated to circumvent or bypass any measure designated to limit access to information; (vii) damaging, disabling or impairing MinuteMedia, (viii) competing with MinuteMedia, (ix) may bring us or our advertisers, affiliates and/or partners into disrepute; and/or (x) otherwise infringes intellectual property, publicity rights, privacy rights or any other rights of third parties, including any third parties that may be included within the Content.

We may request that You withdraw Content from Your Properties at any time by providing written notice (email or social media message to suffice). Upon receipt of such notice and/or written request by Company, You will immediately remove such Content and cease distributing the applicable element of the Content on your Properties.

Disclaimers

Access to the Content and our systems using the API is granted `AS-IS`. Your use of the Content and the API is done at your own risk.

We disclaim any and all warranties, guarantees and representations regarding the Content, our systems or any part thereof being available, uninterrupted, correct, error-free, accurate, complete, reliable, current, continual and secure other than as stated in these T&C.

We disclaim any and all warranties, guarantees and representations of any kind, including without limitation warranties regarding fitness for any particular purpose and promises of specific results, all to the fullest extent of the law.

Limitation on Liabilities

You acknowledge and agree that You shall be solely responsible for Your participation in Our Influencer Program. We, Our influencers, affiliates, partners, advertisers, suppliers, employees, officers, representatives, users and agents shall not be liable for any direct, indirect, punitive, exemplary, statutory, incidental or other damages, loss or injuries suffered by You or any third party, arising out or in any way related to our Influencers Program.

Your sole and exclusive remedy for any dispute with Us is to terminate Your participation in Our Influencers Program, or, if such limitation of liability is deemed null or invalid by an appropriate jurisdiction, Our liability to damages or losses caused to You or to any third party due to any of the aforementioned claims in connection with the Influencers Program is limited to the Payment of the three (3) preceding months.

Notwithstanding the above, any cause of action arising in relation to the Influencers Program must be commenced and brought before an authorized jurisdiction within one (1) year of its accrual or it is permanently barred.

Representations & Warranties

You represent, warrant and covenant that (i) You are free to enter into and fully perform the services and other obligations under this Influencer Program; (ii) You will perform such in a professional and workmanlike manner, in accordance with all applicable laws, rules, regulations, and guidelines including without limitation the Federal Trade Commission (FTC) Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 CFR Part 55 and all other applicable social media guidelines as applicable to your Properties (iii) Content posted by You, if altered, modified or edited by you shall not violate or infringe any right of privacy, personality, or publicity, any trademark, copyright or other intellectual property right, or any other right of any third party; (iv) You are the undersigned, are not a resident of Israel for tax purposes, You have not stayed in Israel for a long period (over 90 days) and You did not perform work associated with the Influencer Program in Israel; and (v) all information You are providing to the Company is valid, true and accurate.

Indemnification

You agree to indemnify, defend and hold harmless Us, Our officers, affiliates, partners, advertisers, employees, directors, contractors, agent and service providers from against any losses, liabilities, expenses and damages, including reasonable attorney's fees resulting from your participation of our Influencers Program and any violation of these T&C.

Governing Law & Jurisdiction

These T&C are governed by the laws of the State of Israel. The competent court in Tel Aviv, Israel, will have exclusive jurisdiction in any matter arising from or related to this Agreement. This, however, shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

General

Nothing in this Agreement shall create or be deemed to create any relationship of agency, partnership or joint venture between the parties hereto. Your participation in the Influencer Program is personal to You and You may not assign any rights under these T&C this Agreement, in whole or in part, to any other person or entity. The Company shall be entitled to assign all or a portion under these T&C to any entity. You will not disclose the terms of these T&C or any confidential or proprietary materials We provide to the You, or to which You gains access to. Failure to assert any right in regard to these T&C on Our behalf shall not constitute concession, yield or relinquishment of any sort. These T&C set forth the entire agreement between You and the Company with respect to the subject matter hereof and may only be altered or amended by Us in our sole discretion.

If you have any question regarding these T&C or the Influencers Program, please contact us at: affiliates@90min.com.