



Master Subscription Agreement

1 Introduction

This Leader Subscription Agreement applies to customer purchases and use of Leader Services.

If Customer signs up for a free trial of the Leader Service or free services, the applicable provisions of this Agreement will also apply to that free trial or free services.

By accepting this agreement, by completing an order form that refers to this agreement, the customer agrees to the terms of this agreement. If the individual accepts this agreement he accepts it on behalf of a company, business or other legal entity. Such individual represents that he has the authority to bind the Company and its affiliates to the terms and conditions in which case the term "Customer" refers to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Services.

We may update these terms or any terms relating to the service, for example to reflect changes to the law or changes to our services. The customer must monitor the conditions regularly. We will post a notice of changes to the terms on this page or additional terms applicable to the Service. Changes will enter into force no earlier than 14 days after their publication. At the same time, changes relating to new functions or changes made for legal reasons will take effect immediately. If the customer does not agree to the updated terms for the service, he must stop using this service. If the customer does not act in accordance with these terms and we do not take action immediately, this does not mean that we give up any of the rights we may have (such as taking action in the future).

Leader's direct competitors are prohibited from entering the system except with Leader's prior written consent.

Affiliates are any entity that directly or indirectly controls or is controlled in relation to the customer.

This agreement was last updated on March 8, 2020. It is effective between customers and Leader starting from the date of the customer's acceptance of this agreement.

2.1 Payment terms

2.2 •Payment method: credit card

2.3 •Current – billing cycle for a month of use.

•The prices shown list the price without tax - if no tax is shown, the price does not include tax

2.4 General conditions

- The customer receives permission without exclusivity to use the service.
- At the beginning of each call to a routed number, a recording can be played with text and content provided by the customer. The production of the recording and software is the customer's responsibility.
- Access to the management interface is possible from any computer connected to the Internet using a password. So that the customer will have direct access at any given moment to the management system.
- A customer using virtual phone numbers through another provider will receive a discount for the numbers but will still be limited in the number of numbers authorized to use the system according to the service package.
- Call recording service - conditional on the customer signing an addendum to the agreement.
- Communication, data and telephony

It is clarified that the company's infrastructure and services, as well as the quality of the service and its existence, are affected, among other things, by factors and/or suppliers and/or communication operators that are not under Leader's control, and therefore Leader is not responsible for the quality of the service of the external supplier and/or faults in the networks of external suppliers and /or the maintenance of the lines and/or the telephone numbers and/or line blockages and/or weather conditions and/or difficulties in website licensing and their establishment, etc. and the customer hereby waives any claim and/or claim against Leader and/or the external supplier regarding the quality of services and / or malfunctions and / or maintenance problems, etc.

Customer statements and commitments

The customer hereby declares and commits to the company, as follows:

1. That he is aware that Leader is not a communications operator and/or a national domestic operator according to the Telecommunications Law and/or for the provision of fixed domestic domestic communications services and that the service provided to him by Leader is a call routing service (IVR) which is completely dependent on external providers Including cellular networks, and/or companies that own landline infrastructures, Internet providers of various kinds, companies that perform information storage and backups, etc.

2. That he is aware that Leader services are mostly relied on by suppliers and/or external operators and accordingly, whenever there is a malfunction in the service and/or if the services on which Leader relies are stopped for any reason, the services provided by Leader to the customer will be stopped accordingly, and that he hereby waives It is possible to cancel, for any claim and/or claim in relation to any damage as it may cause, either directly or indirectly towards Leader and/or a third party, including external suppliers and/or service providers to Leader.

3. That he hereby irrevocably waives any claim and/or claim related to a failure in the provision of the service which is not dependent on Lidar and in particular claims in relation to loss of profits and/or causing direct and/or indirect damages and/or for the violation of the agreement as a result of downed lines and/or poor maintenance of the lines and/or a malfunction in the provision of the service following a failure by external providers that are not under the control of Leader and/or the termination of the service by Leader as a result of the termination of services by the external providers.

4. It is clarified and agreed that Leader was not responsible, either directly or indirectly, for receiving approvals in relation to the content that the customer uploads in the recorded messages at the beginning of each call, insofar as the customer is required to receive from various bodies, including Acomm, etc. Violation of this section will constitute a fundamental violation of the agreement and will allow Leader After 12 days' prior notice during which Leader will allow the customer to settle his affairs with the authorities and/or the various parties and to stop the service immediately without detracting from any claim and/or right and/or compensation available to Leader from this entire agreement and/or by virtue of any law.

5. To the extent that the customer wishes to route telephone numbers to third parties, the customer will be solely responsible for obtaining approvals and/or rights and/or consents on behalf of the third party to route the telephone numbers to him. As long as appropriate approvals are not received and complaints are received on behalf of third parties at Leader's offices and the customer does not settle his affairs within 12 days of receiving prior notice from Leader, this will constitute a fundamental breach of the agreement and will allow Leader to immediately terminate the service, without detracting from any claim and/or right available to Leader by virtue of this agreement and/or by virtue of any law.

6. Injury to a third party The customer declares and undertakes that contracting with the company in this agreement does not constitute any violation and/or injury to any third party and that any claim and/or claim against the company on behalf of a third party due to injury and/or violation and/or A malfunction and/or with reference to this agreement and/or the services provided to the customer, will apply to the customer only and he undertakes to bear any damage and/or cost incurred by the company if a claim and/or demand is filed against it on behalf of a third party in connection with the services provided to the customer.

7. Compensation due to a malfunction in the Leader systems It is agreed between the parties that - in the event of a malfunction in the Leader systems, a proportional amount will be deducted from the account for that month, based on the invoice of the month preceding the event for the duration of the actual malfunction only. It is clarified and agreed that this is a final and absolute credit/compensation and the customer will not have any claim and/or additional and/or other claims against Leader alleging direct and/or indirect and/or other damages. And he irrevocably waives any such claim and/or claim.

8. It is clarified and agreed that Leader is not responsible for any compensation for direct and/or indirect damages and/or to third parties associated with the customer.

9. The company's responsibility and rights to perform unilateral actions

The company undertakes to give an early warning, within a reasonable time, of any material change which in its opinion may affect the normal operation of the service and of which it is aware.

10. System maintenance by an external provider. Leader will do everything in its power so that maintenance work done on the systems of external suppliers, which may affect the integrity of the service, is done in advance with the customer. To the extent that this is not possible, Leader will give advance warning to the customer, immediately upon receiving an update on these works from the external supplier. It will be clarified that a warning will only be given if, in the opinion of the company, the maintenance work may affect the normal operation of the service.

11. Maintenance of Leader systems Maintenance of Leader systems will be done - as much as possible at times that are convenient for the customer and in advance coordination with the customer. To the extent that this is not possible, Lidar will give an advance warning of 72 hours before the maintenance works are carried out, it will be clarified that a warning will only be given if, in the company's opinion, the maintenance works may affect the normal operation of the service.

12. Maintenance work and/or immediate repairs As soon as a failure and/or malfunction is discovered in the company's systems and/or with an external supplier, the repair will be carried out immediately without any prior warning.

13. Data warehouse - lead storage volume is unlimited and free of charge for fair use for records created in the last two years. Storage of older leads may be limited or be charged an additional amount at the discretion of the leader. If a restriction is made, the customer will receive an update in advance.

14. Fair use is an average of uses that does not exceed three times the average of customers of the same type.

15. Change of external service provider Leader may from time to time and in accordance with its business considerations, change the contract agreements with external providers. To the extent that a change and/or replacement of an external service provider may affect the customer, among other things, by changing the mobile and/or

landline phone number, Leader undertakes to give the customer a notice of 20 days in advance so that the customer can prepare accordingly for the change.

16. Repair of malfunctions - Leader undertakes to check any malfunction reported by the customer, within 24 hours from the date of notification and to inform him of the meaning of the malfunction and the expected completion of the repair of the malfunction by the company and/or by the external supplier.

17. Warranty and restrictions that apply to the customer

18. Checking the integrity of the system is the sole responsibility of the customer, -

19. Check the integrity of the system from time to time and in particular when an adjustment and/or change and/or other action is performed by him, through the management interface.

20. Recording an opening message for a phone number is the sole responsibility of the customer to record an opening message and match the recording to the routed number. In addition, it is the customer's sole responsibility to check the soundness of the recording.

21. Saving and backing up data is the sole responsibility of the customer - to save and make appropriate backups of the statistical data shown to him on a regular basis in the management system. It will be clarified that Leader is not responsible for backing up and/or saving data about the customer.

22. Prohibition of call routing The customer is absolutely prohibited from routing phone numbers and/or the company's services, to services with erotic content and/or escort services and/or to activities and contents that are not legal and/or activities that may harm the feelings of the public and/or or privately. Routing the numbers to these services will constitute a fundamental violation of the agreement and Leader will be entitled to stop the service immediately and disconnect all the telephone numbers assigned to the customer without prior notice and/or advance warning. In addition, the customer will be solely responsible for any claim that is filed against Leader for this violation, including financing legal costs, attorney's fees and any other matter involved in the management of the legal proceedings, including the compensation of the plaintiffs. This without harming and/or detracting from any claim and/or right which stands to the company by force of law.

23. Prohibition of routing calls to emergency services - The customer is absolutely prohibited from routing the company's phone numbers and/or services to one of the emergency numbers and/or emergency and rescue services. Routing the numbers to these services will be a fundamental violation of the agreement and Leader will be the first to stop the service immediately and disconnect all the phone numbers assigned to the customer. In addition, the customer will be solely responsible for any claim that is filed against Leader for this violation, including the financing of legal costs, attorney's fees and/or any cost involved in the management of the legal proceedings, including the

compensation of the plaintiffs, without prejudicing and/or detracting from any claim and / or a right that the company has by virtue of any law.

24. Advertising The company shall be entitled to publish the name of the customer and/or his customers who use the system in the list of its customers, in the publication it will make if it is made publicly, and include it in the company's databases in accordance with the Privacy Protection Law 1951-1221

25. Publication of assigned telephone numbers The customer will be entitled to publish the telephone numbers assigned to him as part of the service, during the service period only, in all types of media, without prior notice, including on the Internet in printed guides, on the radio, in the press, in direct mail of all types (mail, mail electronic, text messages, etc.) it is clarified that in the event of a service interruption and/or service disconnection, the company does not undertake to keep the same numbers assigned to the customer.

The period of the agreement and its termination, the terms of payment and violations -

26. This agreement is for a period of - 12 months. As long as no notice is given by the customer about the termination of the agreement, it will be automatically renewed for another year. At the time of renewal of the agreement, the company will send the customer a notice of the company's updated price list.

27. Without derogating from everything stated in section 2.1 above, each party may bring this agreement to an immediate termination, with a prior written notice of 60 days (for the avoidance of doubt, a written notice is a notice sent by registered mail with delivery confirmation). In the case of an annual agreement, a payment already paid will not be refunded.

28. Leader will issue the customer a tax invoice for payment once a month under current payment conditions. It is clarified and agreed that failure to pay an invoice on time will constitute a fundamental breach of the agreement and will allow the company to cancel the agreement and stop the service with 12 days notice.

29. Leader will be entitled to change the rates of the services, from time to time with an advance written warning of - 60 days.

Starting from the date of termination of the agreement and/or receipt of advance notice and/or advance warning of the termination of the service and/or disconnection of the service:

30. The customer will immediately stop advertising and promoting his sales using the numbers assigned to him with permission by the company. Also, the customer undertakes to deliver to the company a written confirmation no later than 30 days from the date of termination of the contract and/or notice of disconnection and/or termination of service for any reason whatsoever that he has removed all publications in relation to the numbers assigned to him in the form that will be sent to him by the company.

31. Upon termination of activity with Leader, the customer undertakes to remove any code that runs against the Leader system or was provided by Leader from all digital assets, among others: websites, landing pages and any other digital asset.

32. The customer will be prevented from using the management interface provided by the company and/or logging into the company's system.

33. It is clarified and agreed that a violation of this section will result in charges for the service itself and this without prejudice and/or detracting from any claim and/or right and/or proof of additional damages that will be caused to the company and/or to a new customer who received these numbers after the cooling-off period which is to the company's credit.

34. If one of the parties to this agreement violates a provision of its provisions, the injured party will be entitled to all the remedies stipulated in this agreement, as well as to the remedies stipulated in the Contracts Law (remedies due to breach of contract), 5741 - 1270 and/or by virtue of any law.

35. Also, any other violation of this agreement, which according to its scope, nature and/or circumstances at the time of the violation can be considered a fundamental violation, will be considered as such.

36. It is hereby clarified that nothing in this agreement is intended to grant a third party any right, of any kind, and that nothing in this agreement is intended to impose on the parties to it any obligations towards a third party.

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37. 2.1 The unique and exclusive authority to discuss any claim and/or request

38. which may be submitted in connection with this agreement shall be delivered to the House

39. The competent court in Tel Aviv and/or Rishon Lezion.

40. This agreement contains all the terms agreed between the parties. Any promises, written or oral agreements, commitments or representations given or made by any of the parties prior to the signing of this agreement and which were not expressly expressed in it are not and will not be valid, nor will they be to add to the obligations and rights stipulated in this agreement or arising from it, subtract from them or change them, and the parties will not be bound by them as of the date of this agreement.

41. No behavior on the part of any of the parties shall be considered a waiver of any of his rights under this agreement or under any law, or as a waiver or consent on his part to any violation or non-fulfillment of any condition, unless the waiver, consent, rejection, change, cancellation or addition was made explicitly and in writing.

42. Notifications are as specified in the title of this agreement and each notification will be delivered by registered mail, e-mail and/or telephone, and will be considered as having been delivered to the other party within 72 hours from the date of confirmation

43. The mail upon receipt of the notice for delivery. If the aforementioned messages were delivered by courier, the messages will be considered as having reached their destination immediately upon delivery. Messages sent by facsimile will be considered delivered to their destination within one business day from the time they are sent by facsimile and subject to receiving confirmation of receipt by telephone. It is the customer's sole responsibility to inform the company of a change of address and/or additional contact details.