

## Welcome to Recourt!

Recourt is a platform (the "**App**") which allows you to watch videos of your games and sports training, analyze performance in order to learn and improve, and to re-experience the sports highlights.

The stated hereinafter in masculine refers to feminine and vice versa.

- When signing up to the APP, you may be required to provide personal information, such as your name and your email address.
- You must be at least 13 years old to sign up to the App. By using the App, you declare that you are over the age of 13.
- If you are under the age of 18, please ask your parents or your legal guardian for permission before using the App. By using the App, you declare to us that you have received their permission – after they have carefully read the terms of this authorization and the terms of use in this document, and have confirmed that they supervise all your activities on the App and are personally responsible for them, and that they have explained to you the meaning of this authorization and the App's terms of use.
- When signing up to the App, you agree to the terms of use in this document, and undertake Not to perform any harmful, inappropriate or illegal actions while using the App.
- You agree that Recourt publish and present to the public on various media, materials and selected videos out of sport events in which you appear, in a way which enables, among others, to tag your name and identify you on photographs, and in a way which enables editing and processing the photographs, and transferring them to third parties, for consideration or for no consideration.
- Recourt is not the owner of the content uploaded to and included in the App (the "**Content**"). However, with regards to Content which was uploaded when you have been using the App or Content in which you appear, to which intellectual property rights apply, you grant Recourt a non-exclusive, unlimited, global license, which is transferable and exempt of royalties, to use the Content on the App or in the framework of other websites, services or publications, on any media whatsoever.
- For your information, since most of the Content on the App belongs to its Users and not to the Company, and is not screened by the Company, the responsibility for use and supervision of viewing and use of the App applies to you, your parents or your legal guardian alone, and by using the App you exempt the Company from any responsibility in this regard.
- Has someone hurt you or breached your rights? Report to us by email: [support@recourt.io](mailto:support@recourt.io).
- Your personal details given when signing up to the App will serve us for the purpose of mailing Content and current updates from the App as well as offers for services, advertisements, sales and benefits, which shall be sent to you by email, SMS or another

means, based on the knowledge which Recourt has or shall have in the future. At any time you will be able to revoke your consent and notify us of your refusal to receive Content as stated by sending a notice of refusal, which shall be specified in the notices sent to you.

Last updated on: 06 July 2021

## **Recourt Terms of Use**

### **1. General**

- 1.1. Recourt is a platform in which you and other users (the "**Users**") can receive information and watch videos of your games and sports training, uploaded to the App, and enjoy additional services provided by the company (hereinafter jointly: "**the Services**"), all subject to the terms hereinafter.
- 1.2. The Services and the App are managed by T.A Myplay Ltd. ("**the Company**"). For the purpose of these terms, the Company includes its parent companies, companies in its control, subsidiaries and related companies including their managers, employees, shareholders and anyone on their behalf.
- 1.3. These terms, along with the App's privacy policy ("**the Terms**") constitute all terms of the agreement applying to your use of the App.
- 1.4. The stated in these Terms refers to both genders, and the use of masculine is for convenience purposes only.
- 1.5. Your use of the App and the Services, by any end device, network or other means of communication, constitute your consent to the stated in the Terms and you waive of any claim with regards to the stated therein.
- 1.6. Please read the Terms carefully, whereas signing up to the App or using it express your full consent to the stated therein. If you do not agree to the Terms or any thereof, you may not use the App or the Services.
- 1.7. Recourt may update, add or detract from the Terms at any time, at its sole discretion and without the need for giving any advance notice whatsoever, and the updated Terms shall bind from the day of publication on the App. The full responsibility for knowing the Terms, as they shall change from time to time, applies to you.
- 1.8. In any case of discrepancy between the Terms and any other publication, the provisions of the Terms shall prevail.
- 1.9. Use of some of the Services offered on the App (such as paid Services, participation in sales or benefits) may be subject to additional terms, which shall appear near those offered Services. In case of contradiction or discrepancies between the Terms of this

agreement and the additional terms, the stated in the additional terms shall prevail.

## **2. The Nature of the App**

- 2.1. The App is a friendly digital platform intended to be used by players, coaches, professional managers and players' parents.
- 2.2. Via the App it is possible to receive information, on various interfaces, regarding sports activities uploaded to the digital platform.
- 2.3. The digital platform provides group and personal behavior statistics, enables tagging players regarding different actions they performed during the activity, and tagging events while watching the games.
- 2.4. The App is intended for personal use only and not for the User's commercial use, unless expressly stated otherwise.

## **4. Signing Up to the App and User Details**

- 4.1. Use of the App requires a sign-up process (including by way of scanning a QR code), during which you will be required to provide the requested details. Without filling in the required details in the mandatory fields you will not be able to sign up to the App. Filling in your details when signing up to the App will be done in accordance with the following rules:
  - 4.1.1. Providing your details when signing up to the Service constitutes a declaration on your part regarding their correctness. Do not use false, inaccurate or incomplete details during the sign-up process;
  - 4.1.2. Do not sign up with a username which is an expression which might be offensive or hurt the public's feeling;
  - 4.1.3. Do not use registered trademarks or service marks, or well-known marks, or the well-known name or nickname of a person or another factor as a username; and
  - 4.1.4. You must keep your personal password secret, and not disclose or transfer it to another.
- 4.2. If there is concern that any person or entity whatsoever is using or has used your details with regards to the App, you must notify the App management immediately.

## **5. The User's Undertakings and Declarations and Users' Content**

- 5.1. Any information, sound, image, and video and any other materials created during your use of the App and uploaded to the App (“**User Content**”) is your full and exclusive responsibility.
- 5.2. Without derogation to the generality of the stated in the Terms, the User undertakes and declares that:
  - 5.2.1. Any User Content included in the App during your use of the APP is in your full and exclusive ownership and responsibility, and there is no hindrance or limitation preventing you from uploading it to the App, including making it publicly available on the App or publishing it publicly.
  - 5.2.2. Your User Content will be appropriate and shall not damage any other person's rights, including another person's intellectual property rights.
  - 5.2.3. None of your User Content is illegal, threatening, rude, sexual, blunt, offensive, which might hurt or harass another, or which constitutes libel, violation of privacy or harming public feeling, or which breaches the provisions of any law.
  - 5.2.4. User Content shall not include any advertising and commercial content whatsoever
  - 5.2.6. User Content shall not include photographs or information of children under the age of 13.
  - 5.2.9. You undertake to report to the Company regarding any publication of an offensive, misleading or inappropriate nature which you have encountered when using the App, or publication which breaches copyrights.
- 5.3. If the Company believes you have violated one or more of the Terms, it shall be entitled to block your entry to the App or the Service, in whole or partly, and you shall not have any claim or request in this regard.
- 5.4. You agree that Recourt publish and present to the public on various media, materials and selected videos out of sport events on which you appear, in a way which enables, among others, to tag your name and identify you on photographs, and in a way which enables editing and processing the photographs, and transferring them to third parties, for consideration or for no consideration.
- 5.5. With regards to the User Content in which you appear, you grant the Company a non-exclusive, unlimited, global license which is transferable and for no consideration, to use such User Content on the App or in the framework of other Apps or publications, on

any media whatsoever. You represent that the User Content does not damage or rule out copyright from the owners of copyrights in the Content, or transfer them to the Company. In addition, the aforementioned license of use includes granting sub-licenses, creating derived works, performing transactions or engagements with third parties, for consideration or for no consideration, including rewriting, editing, processing, summarizing, translating, copying, publishing, limiting or removing the publication of Content or any part thereof, on the internet or on any other media, existing or future, all at the Company's sole discretion, without the need for the User's consent, and without giving any consideration whatsoever to the User.

- 5.6. Recourt is entitled, at its sole discretion, to incorporate commercial and other advertisements on the App, including advertisements which shall refer to the User Content.
- 5.7. Recourt is not obligated to supervise the Users and the User Content and it does not do so. However, Recourt reserves the right to view the Content, to refuse to upload Content from the beginning, to delete Content or to change it, at its sole discretion, without the need for giving an advance notice to the User, and without it detracting from the User's responsibility for the Content uploaded to the App.
- 5.8. The User undertakes to exempt the Company in a final, absolute and irrevocable manner from any responsibility to any damage, loss or expense, of any type whatsoever, which were caused or which shall be caused to him, which are related, directly or indirectly, to User Content.
- 5.9. The User undertakes to compensate and indemnify the Company for any damage, loss or expense (including legal fees), of any type whatsoever, which were caused or which shall be caused to the Company, and which are related, directly or indirectly, to the User Content, immediately at the Company's first request.
- 5.10. If, for any reason whatsoever, the Company shall stop providing some of the Services on the App, as part of which User Content was stored, the Company shall be entitled to delete or to not save any information or Content uploaded by you or accumulated regarding you on the App, without the need for giving advance notice in this regard. You shall have no claim or request towards the Company for fully or partially stopping the Services, deleting information as stated and any damage, loss or expense, if any shall occur to you subsequently.

## **6. Intellectual Property**

- 6.1. The copyrights and intellectual property rights in the App and the Services belong to the Company, or to third parties which have granted it the authorization to use them in the framework of the App and the Services.

- 6.2. In this regard, the Company is the sole owner of the App's trade names and trademarks, the App's patents and samples, whether registered or not registered, trade secrets involved in the App operation and providing the Services, the App design, the technological information involved in its operation, including software, applications, graphic files and others, computer codes, texts, or any other information included therein ("**the Information**").
- 6.3. It is prohibited to copy, distribute, duplicate, present publicly, or deliver to a third party the Information and the User Content or any part thereof. It is prohibited to change, publish, broadcast, transfer, sell, distribute, present publicly, process, create derivative works, or to make any commercial use whatsoever, in the Information and User Content, partly or fully, temporarily or permanently, unless it is with the Company's expressed pre written approval.
- 6.4. It is prohibited to exhibit the Information or the Content, including video and audio segments, which appear on the App, in framing or in any other way or method which is not a direct link to the original and complete internet page of the App on which the Information or Content appears.
- 6.5. The Company is entitled to remove or block any link to the App or its services, at its discretion, and the User who has created the aforementioned link shall not have any claim in this regard.
- 6.6. Any copying, distributing, delivering, making available publicly, broadcasting or publishing regarding Information or Content which is included on the App, which were not expressly permitted, are prohibited, unless the Company has given its pre-written consent to do so.

## **7. Information Security**

- 7.1. Recourt takes means in order to enable you safe usage, and to ensure that use of the App shall be secure, accurate, complete and interruption-free, however it cannot guarantee complete immunity from attempts to infiltrate its systems, interruptions or disruptions which shall be caused to the computer systems or the proper action of the App and the Services, and it cannot undertake that use of the App shall be secure and free of viruses, worms, harmful components or other limitations, and it shall not bear any responsibility for damages which shall be caused, if any shall be caused, to the User as a result of these factors with regards to his activity on the App. You shall not have any claim or request towards Recourt for a case as stated above, including with regards to any direct or indirect damage which you shall incur due to a case as stated.
- 7.2. You undertake that your use of the App shall be done in accordance with any law, and that you shall not perform any action of infiltration, disruption or assisting such actions. For your information, infiltrating the App's computer systems constitutes a severe

criminal offence.

- 7.3. Without derogation to the generality of the foregoing, it is prohibited to operate or enable the operation of any computer application or another means, including robot and crawler software and such, for the purpose of searching, scanning, copying or automatically restoring Content from the App. It is prohibited to create and use means as stated for the purpose of creating a collection or database which shall contain Content from the App, without the Company's approval.

## **8. Mailing**

- 8.1. The User expressly agrees and confirms that the email address provided by him when signing up to the App, as well as further identification and contact details you have enabled us with access to, shall serve the Company or anyone on its behalf, for the purpose of sending various content to the User, including via direct mailing, and including sending notices and updates (which do not constitute an advertisement), as well as sending various advertisements in accordance with Article 30(a) of the Communications Law (Telecommunication and Broadcasts), 5742-1982. Notices as stated may be sent to the User in a variety of methods, including, but not limited to, email, mobile text messages (SMS), fax, direct mailing, automatic telephone dial and such.
- 8.2. The User shall be able, at any time, to notify us of his refusal to receive advertisements or to remove himself from any mailing list of the various mailing methods, as specified on each mailing notice and advertisement which shall be sent to you, and you shall have no claim whatsoever towards the Company with regards to receiving mailing as stated. In addition, if you are not interested in receiving notices of this kind, please send your request to be removed from the App's mailing list to: [support@recourt.io](mailto:support@recourt.io).

## **9. Limitation of Liability**

- 9.2. The Company does not control and is not responsible for Content or Services provided or published by others, including other content websites referred to by a link for User convenience from the App.
- 9.3. Any User reliance on Content, Information, advertisements, products, opinions and positions presented or published on Apps which are referred to or linked as stated, is done at the User's discretion and at his full and exclusive responsibility.
- 9.4. The Company is not responsible for the Content of advertisements presented on the App by advertisers, and these are done with the advertiser's responsibility alone. However, the Company reserves its right to remove advertisements at its sole discretion, if it shall be found to be offensive.
- 9.5. The various Services offered on the App can be used as-is and as-available. Therefore,

you shall not have any claim or request towards the Company for the qualities of the App and the Services offered therein, and use of the App shall be done at your exclusive and full responsibility.

- 9.6. In any case, and to the maximal extent permitted by law, the Company shall not be responsible for any damage, whether direct, indirect, random, consequential or any damage of any type whatsoever, resulting from use of the App or in its regard, including due to a delay or inability to use the App Services, and even if the Company was notified of the possibility of the damages' occurrence.
- 9.7. The Company does not undertake that the App and the Services included therein shall not be disrupted, shall be given regularly without breaks, shall be managed securely and without errors, and shall be immune to unauthorized access to the Company computers or to damages, faults or failures in hardware, software, lines and communication systems.
- 9.8. The Company is not responsible for Users' opinions, Content or messages uploaded to the App or any other Company Service. In addition, the Company is not responsible for any damage, loss or expense incurred by the User as a result of User Content uploaded to the App and as a result of storage, usage or operation of the App or the Services, including due to breaching of intellectual property rights or violation of privacy.
- 9.9. The Company's lack of responsibility shall also apply even if it was notified of the possibility of any damage whatsoever, which may be caused to any third party whatsoever with regards to the App, the use thereof or the inability to use it, User Content, the cancellation of the Services, limiting or stopping them. The Company's lack of responsibility shall also apply even if the Company has tried to assist in solving a problem out of its own good will – such assistance shall not be construed in any way as imposing any responsibility whatsoever on the Company.
- 9.10. You declare and confirm that this limitation of liability is the result of risk distribution between the parties, and that it is reasonable and acceptable considering the Terms of engagements and its amount.
- 9.11. In any case where it is ruled that any responsibility whatsoever applies to the Company for any reason whatsoever, the Company's liability shall be limited to the amount actually paid for the Services provided to you by it, and the Company shall not be required to bear additional reliefs beyond this amount.

## **10. Cancellations**

- 10.1. Cancellation of transactions shall be done in accordance with the provisions of the Consumer Protection Act, 5741-1981. For your information, in accordance with the law it is impossible to cancel a transaction for a product made by a special request.

10.2. A notice of cancellation shall be transferred in writing by the App's "contact us" page.

## **11. Disconnecting, Stopping and Changing**

- 11.1. The Company is entitled to remove any Content from the App, at its sole discretion and without the need for giving notice to the Users in this regard, including blocking, limiting or stopping the provision of the Services on the App, fully or partially, among others under circumstances where a User has used the App in a way which might disrupt the App or the Services offered therein to another User, or in a way which constitutes a civil or criminal tort, or in a way which contradicts or violates the Terms.
- 11.2. The Company shall attempt to cause that the App and its Services are always available. However, it is impossible to undertake to continuous, fault-free availability. In case of a fault on the App, the Company shall act to return it to activity as soon as possible, as well as in the case of stoppage for maintenance purposes. In addition, the Company is entitled to disconnect or limit or stop the provision of the Services at all times, including, but without derogation, for the purpose of performing maintenance or a vital or immediate establishing on the systems used by it, during national emergencies or for reasons of national security.
- 11.3. Blocking, stopping or limiting the Services as stated above, shall not impose any responsibility whatsoever on the Company, or detract from the User's responsibility to act at all times in accordance with the Terms. It is clarified that no financial compensation or credit shall be given for stopping the App activity, even if the User or any third party shall incur any direct or indirect damage whatsoever as a result.
- 11.4. The Company could change, from time to time, the App structure, its appearance, the Services on the App, the scope and availability of the Services and any aspect related to them – all without the need to notify the User. The User shall not have any claim or request towards the Company for making changes as stated or for faults which shall occur while performing them.

## **12. Privacy Policy**

By agreeing to these Terms, you confirm that you have read the App's privacy policy with regards to the App and the Content therein, that it is acceptable by you and that you agree to all that is stated therein. The App's privacy policy constitutes an inseparable part of these Terms.

## **13. Assignment of Rights**

The Company is entitled to assign or transfer its rights and undertakings in accordance with these Terms, in whole or partly, to third parties.

## **14. Violation of the Terms and Conditions and the Terms of Use**

14.1. The App Use undertakes to compensate and indemnify the Company, for any damage, loss, loss or profit or expense (including legal fees) which shall be caused to the Company due to the violation of the Terms on his part. The stated does not detract from any other relief to which the Company is entitled by any law. The User's undertaking for indemnification shall apply in any case, whether the Company or anyone on its behalf are party to the action or not.

14.2. Without derogation to the generality of the foregoing, the Use shall pay damages resulting from his responsibility, as stated above, immediately at the Company's first request.

#### **15. The Applicable Law and Jurisdiction**

The laws of the state of Israel shall apply to this agreement and to any matter related to the agreement and pursuant thereto. The competent court in Tel-Aviv – Yafo is granted unique and exclusive jurisdiction to discuss the agreement and any matter related to the agreement and pursuant thereto.

#### **16. User Inquiries**

The Company ensures upholding the provisions of the law and respects the rights of the App Users and others, including their right for privacy and reputation. If you believe that Content was published on the App, which damages you for any reasons whatsoever, as well as any inquiry regarding the App or the Services provided in its framework, you may contact us according to the following details, and we shall attempt to respond within 7 business days. In any question, inquiry or request regarding the use of the App you may contact the Company by email: [support@recourt.io](mailto:support@recourt.io).

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