#### **Terms and Conditions**

By creating a Viral account, whether through a mobile device, mobile application or computer and through the access and use of Viral application, websites, content, products and services (collectively, the "Services") you agree to be bound by (i) these Terms and Conditions, and (ii) any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Services (collectively, the "Terms")

These Terms constitute a fully binding agreement between Viral Tech Solutions (including its affiliates or subsidiaries, "we", or "us", or "our") the proprietor of all rights in and to the Services, and you. Please read the Terms carefully as by downloading Viral and/or subscribing, accessing or using the Services you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

#### 1. The Services.

We have developed a platform and application ("Viral") accessible in the form of a mobile application, that is designed to help you an online application targeting students to help them develop critical and creative thinking skills.

IN CONNECTION TO THE USE OF Viral AND THE SERVICES, ALL ARRANGEMENTS MADE THROUGH THEM ARE BETWEEN USERS. WE ARE NOT A PARTY TO ANY CHATTING, TALKING, AND/OR ENGAGEMENT. WE DON'T NOT REPRESENT OR ENDORSE AND WILL NOT BE RESPONSIBLE FOR:

- 1. THE ACTIONS, ERRORS OR OMISSIONS OF ANY Viral USER;
- 2. USERS' BEHAVIOURS OF ANY KIND;
- 3. THE TRUTH OR ACCURACY OF ANY INFORMATION PROVIDED BY A Viral USER;
- 4. Viral USER'S COMPLIANCE WITH THE TERMS OR ANY APPLICABLE LAW. Viral DISCLIAMS ALL LIABILITY FOR THE ACTIONS, ERRORS OR OMISSIONS OF Viral USERS.

### 2. License.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-assignable, non-transferable license to: (i) access and use Viral on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. You may not copy, modify, distribute, sell, or lease any part of Viral or the included software, nor may you reverse engineer or attempt to extract the source code of that software. Any rights not expressly granted herein are reserved by us.

### 3. Access to Viral.

1. You may only use Viral and/or the Services for your own personal use. You may not use Viral and/or the Services for any commercial purposes, including the promotion or advertisement of any goods, services or opportunities, in contravention of these Terms, and you may not use Viral and/or the Services to solicit other visitors or users to visit or become members of, subscribe to, or register with any commercial service or other organization, except the standard operation of posting and responding to adverts posted by us on Viral. Additionally, you may not use Viral and/or the Services to upload, post, email, or otherwise transmit any materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, violent, politically-sensitive, vulgar, obscene,

libelous, invasive of another's privacy, or infringing on third party property rights, hateful, or racially, ethnically, or otherwise objectionable (in our sole discretion); to "stalk" or otherwise harass another user of Viral and/or the Services or our employees; and/or collect or store personal data or attempt to collect or store personal data about other users of Viral and/or the Services.

- 2. Although we utilize all possible security measures to protect against the risks of the open nature of internet networks, we shall not be responsible for any harm that the you might fall in a consequence of using Viral and/or the Service, and you shall be solely responsible for all risks resulting from using Viral and/or the Services.
- 3. We may suspend Viral and/or the Services at any time for any period without giving any reason/s, and you shall not be entitled to raise any objections, and we shall not be held liable as a result for such.
- 4. Not all Services are available in all geographic areas. Your eligibility for particular services is subject to final determination by us. We reserve the right to withdraw or amend any and all of its content and the Services provided on Viral without notice to you. We will not be liable to you if for any reason Viral and/or the Services is unavailable at any time or for any period.
- 5. You are responsible for making all arrangements necessary to access Viral and the Services. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use Viral and the Services and any updates thereto. We do not guarantee that Viral, the Services, or any portion thereof, will function on any particular hardware or devices.

# 4. Registration on Viral.

- 1. Viral, including but not limited to, materials, content, product, data, text, maps, photos, videos, and information that we provide is only intended for the use of registered users subject to the provisions of these Terms. In order to use Viral, you may sign in using a number of ways, including manual registration, mobile number, email address, by Facebook or Google or any other services login available in Viral. If you choose to use any of these services (Facebook, Google, etc.) login, you authorize us to access and use certain information, including but not limited to your public corresponding profile. Otherwise, you must create an account to use our Services and gain access to Viral. Account registration requires you to submit certain personal information, such as, without limitation, your name, address, city of living, mobile phone number, email address, date of birth, educational institution, and age. You agree to provide us with accurate, complete, and true information, and to update it in order to guarantee its relevance and accuracy throughout your contractual relation with us. You agree that we may store and use the information you provide us with, or what we obtain from your use of Viral and/or the Services, including but not limited to, IP addresses, status, address, names, surnames, emails, bank account details, and credit/debit card details.
- 2. You may register for an account on Viral by completing all mandatory fields on the registration form. We collect the minimal information possible that is needed for the purpose of opening the account and finding potential matches.
- 3. You agree to keep the security and secrecy of your account username and password at all times and not to communicate it to anybody. You must not allow any other person to use your account to access Viral and/or the Services and you are solely liable in all aspects for

- any such access. If you lose or disclose your password or become aware of any unauthorized use of your account, you undertake to inform us immediately.
- 4. Your Viral account may be locked in case the password is entered incorrectly three times in row during log in to Viral.
- 5. You fully understands that the username and passwords verify your identity. Therefore, you acknowledge that any transaction/s performed using your username and password/s will be considered as performed by you and we will consider anyone using them as bring used by you, and you shall be liable for all the transactions performed by your identification means.
- 6. By creating an account, you grant us a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from third parties (such as Facebook, Google) as well as any information you post, upload, display or otherwise make available on Viral and the Services or transmit to other users.
- 7. You acknowledge and agree that we reserve the right to disclose any information you provide us with, without your consent and without notice, to any third party if necessary.
- 8. In case you suspect that another party is tampering your account through Viral, or your username and passwords are discovered by other person, you must inform us of such matter as soon as possible, and then deliver a written notice. You shall be liable for all amounts that may result due to the use of the user name and passwords.
- 9. We may read all your correspondence posted on Viral or the Services and related to your use of Viral or the Services for any purpose, including but not limited to, the purpose of investigation fraud and for risk management and other related purposes.

### 5. **Eligibility**.

- 1. You are not authorized to create an account or access or use Viral, the Services or the systems it resides if:
  - 1. You are unable to form legally binding contracts;
  - 2. You are under the age of 18;
  - 3. You are barred from receiving and rendering services under the laws of any applicable jurisdiction;
  - 4. You are suspended or blocked from using Viral and/or the Services; or
  - 5. You have been convicted of a felony or indictable offence (or crime of similar severity), a sexual crime, or any crime involving violence.
- 2. Viral and/or the Services are not available for use by any person under the age of 18. You may not authorize third parties to use your account. You may not assign or otherwise transfer your account to any other person or entity. You agree to comply with all applicable laws when accessing or using Viral and/or the Services, and you may only access or use Viral and the Services for lawful purposes (e.g., no sexual insult or harassment). In certain instances, you may be asked to provide proof of identity or other method of identity verification to access or use Viral and/or the Services, and you agree that you may be denied access to or use of Viral and/or the Services, if you refuse to provide identity or other method of identity verification.
- 3. IF YOU ARE UNDER THE AGE OF 18, YOU MUST HAVE YOU YOUR PARENT OR GUARDIAN READ THESE TERMS AND CONDITIONS AND AGREE TO IT FOR YOU. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS, YOU DON'T HAVE PERMISSION TO USE VIRAL AND/OR THE SERVICES. ALWAYS GET AN ADULT'S

PERMISSION BEFORE GOING ONLINE. WE RESERVE THE RIGHT TO TERMINATE YOUR SUBSCRIPTION AND/OR REFUSE TO PROVIDE YOU WITH ACCESS TO VIRAL AND/OR THE SERVICES IF ITS IS DISCOVERED THAT YOU ARE UNDER THE AGE OF 18 AND THE CONSENT TO USE VIRAL AND/OR THE SERVICE IS NOT MADE BY YOUR PARENT AND/OR LEGAL GUARDIAN OR ANY INFORMATION PROVIDED BY YOU IS INACCURATE. YOU ACKNOWLEDGE THAT WE DON'T HAVE THE RESPONSIBILITY TO ENSURE THAT YOU CONFORM TO THE AFORESAID ELIGIBILITY CRITERIA. IT SHALL BE YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU MEET THE REQUIRED QUALIFICATIONS. ANY PERSON UNDER THE AGE OF 18 SHOULD SEEK CONSENT OF THEIR PARENT AND/OR LEGAL GUARDIAN BEFORE PROVIDING ANY INFORMATION ABOUT THEMSELVES OR THEIR PARENTS AND OTHER FAMILY MEMBERS ON VIRAL.

4. IF YOU ARE A MINOR, AND YOU WISH TO USE VIRAL AND/OR THE SERVICES, SUCH USE SHALL BE MADE AVAILABLE TO YOU BY YOUR PARENT AND/OR LEGAL GUARDIAN, WHO HAS AGREED TO THESE TERMS AND CONDITIONS PURSUANT TO POINT 3 ABOVE. IF A MINOR IS USING VIRAL AND/OR THE SERVICES, IT IS ASSUMED THAT HE/SHE HAS OBTAINED THE CONSENT OF THEIR PARENT AND/OR LEGAL GUARDIAN AND THAT SUCH USE IS MADE AVAILABLE BY THEIR PARENT AND/OR LEGAL GUARDIAN AND IS UNDER THEIR SUPERVISION. WE SHALL NOT BE LIABLE FOR ANY CONSEQUENCES THAT MAY ARISE AS A RESULT OF MISUSE OF ANY KIND OF VIRAL AND/OR THE SERVICES THAT MAY OCCUR BY VIRTUE OF ANY PERSON INCLUDING A MINOR REGISTERING TO USE VIRAL AND/OR THE SERVICES.

#### 6. Purchases.

- 1. Viral and the Services may offer products and services (including but not limited to different types of subscriptions and promotions) for purchase through payment platforms authorized by us. If you choose to make an in app purchase, you will be prompted to confirm your purchase with the applicable payment provider, and your method of payment (be it your credit or debit card or a third party account such as Apple's App Store or Google Play Store) will be charged for the in app purchase at the prices displayed to you for the services you have selected as well as any sales or similar taxes that may be imposed on your payments, and you authorize us or the third party account, as applicable, to charge you.
- 2. If you purchase an auto-recurring periodic subscription through an in app purchase, your payment method will continue to be billed for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing. Your payment information will be stored and subsequently used for the automatic payments in accordance with these Terms.
- 3. Prices may vary depending on your geographical location, and we reserve the right to change the prices for the products and services we offer from time to time and depending on your geographical location. We endeavour to inform you if prices change as soon as possible.
- 4. Objection to payment made should be directed to: <a href="support@viral.ps">support@viral.ps</a> if you were billed directly by us. You are able to object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits. You may unconditionally withdraw your consent to automatic card payments, to change or

- terminate your subscription, at any time by going to Settings on Viral or the relevant third-party account, but be advised that you are still obligated to pay any outstanding amounts.
- 5. Deleting your account on Viral or deleting the Viral application from your device does not terminate or cancel your subscription; Viral will retain all funds charged to your payment method until you terminate or cancel your subscription on Viral or the third-party account, as applicable. If you terminate or cancel your subscription, you may use your subscription until the end of your then-current subscription term, and your subscription will not be renewed after your then-current term expires.
- 6. You may edit your payment method information by visiting Viral. If a payment is not successfully made, due to expiration of your credit/debit card, insufficient funds, or any other reason, and you do not amend your payment method information, terminate or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated. This may result in a change to your payment billing dates. Additionally, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer. The terms of your payment will be based on your payment method and may be determined by agreements between you and the financial institution, credit or debit card issuer or other provider of your chosen payment method.

## 7. Undertaking of all Viral users.

- 1. You recognize that you are solely responsible for adhering to all laws, regulations and obligations applicable to your use of Viral and/or the Services.
- 2. When using Viral and/or the Services, you undertake:
  - 1. Not to use Viral and/or the Services for professional, commercial or profit-making purposes without our written consent;
  - 2. Not to send us (upon creation or updating of your account) or any other users any false, misleading, malicious or fraudulent information;
  - 3. Not to speak or behave in any way or post any content on Viral of a defamatory, injurious, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist or xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging activities or the use of illegal substances, or more generally contrary to the purposes of Viral and/or the Services, that may infringe our rights or a third party or contrary to good morals;
  - 4. Not to infringe our rights and image, notably our intellectual property rights;
  - 5. Not to open more than one account on Viral and not to open an account in the name of a third party;
  - 6. Not to use Viral and/or the Services in any way that could interfere with, disrupt or negatively affect Viral, the Services, or the servers or networks connected to Viral and/or the Services;
  - 7. Not to upload viruses or other malicious code or otherwise compromise the security of Viral and/or the Services;
  - 8. Not to use or develop any third-party applications that interact with Viral and/or the Services or other members' content or information without our permission;
  - 9. Not to use meta tags or code or other devices containing any reference to Viral or the Services; and/or

- 10. To comply with these Terms, as amended or replaced from time to time.
- 3. You agree and accept that we have the right to investigate and take any available legal action in response to illegal or unauthorized use of Viral and/or the Services.

#### 8. Taxes.

1. You must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of Viral and/or the Services or payments made through Viral and/or the Services. The reporting and payment of any such applicable taxes are your responsibility.

## 9. Suspension and Termination.

- 1. You can terminate your contractual relations with us at any time, without reason. To do this, simply go to your account, change profile, delete profile, and then press confirm. However, if you use a third party payment account (such as Apple's App Store, or Google Play Store) you will need to manage in app purchases through such an account to avoid additional billing.
- 2. Access to Viral and/or the Services is permitted on a temporary basis and we may, from time to time and at our sole discretion, restrict access to some parts or the entire of Viral and/or the Services, without being liable to you or any others. WE RESERVE THE RIGHT TO REFUSE ACCESS TO Viral AND/OR THE SERVICES TO ANYONE FOR ANY REASON AT ANY TIME. We may close, delete, suspend, disable, or limit your access to your account (or any part thereof) or block or remove any content you submitted at any time and without reason. Without limiting the foregoing, we may close, suspend, delete, disable or limit access to your Viral account if we, at our sole and absolute discretion, determine that:
  - 1. you have violated, or are acting in breach of, any provision of these Terms;
  - 2. your conduct or content would tend to damage our reputation and goodwill;
  - 3. you have breached legal obligations (actual or potential), including infringing someone else's intellectual property rights (in its broadest definition);
  - 4. you have engaged, or are engaging, in fraudulent or illegal activities.
- 3. If we close, delete, suspend, disable, or limit your access to your account for the foregoing reasons, you may not re-register for use of Viral and/or the Services. We may block your email address and internet protocol (IP) address to prevent further registration. Upon such an event, you will not be entitled to any refunds for purchases. You will be liable for all amounts, charges, costs, and/or fees due to us up to and including the date of suspension or cancellation. Without limiting our other remedies, to the extent you have breached these Terms, you must pay us all fees owed to us and reimburse us for all losses and costs (including any and all of our employee time) and expenses (including legal fees) related to investigating such breach and collecting such fees.
- 4. In the event that we close, delete, suspend, disable, or limit your access to your account, you will have no claim whatsoever against us in respect of any such suspension or termination of your account.

#### 10. Role of Viral.

1. Viral constitutes an online application targeting students to help them develop critical and creative thinking skills.

- 2. By using Viral and/or the Services and accepting these Terms, you recognize that we are not a party to any actions, agreements, or arrangements entered into between you and other users.
- 3. We have no control over the behavior of the users and the users of Viral and/or the Services.
- 4. You recognize and accept that our role is limited to facilitating access to Viral and the Services, and in our capacity as intermediary we are not responsible for the conduct of any user on or off Viral or the Services.
- 5. The users act under their sole and full responsibility. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT WE DO NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON THE USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS MEMBERS. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OR COMPATIBILITY OF USERS.

## 11. Content Published by us.

- 1. We are the sole holder of all intellectual property rights relating to the Services, Viral, its content (notably texts, images, designs, logos, videos, sounds, data, graphics) and to the software and databases ensuring their operation.
- 2. We grant you a non-exclusive, personal and non-transferable right to use Viral and the Services, for your personal and private use, on a non-commercial basis and in compliance with the purposes of Viral and the Services.
- 3. You are prohibited from any other use or exploitation of Viral and the Services, and their content, without our prior permission. Notably, you are prohibited from:
  - 1. Reproducing, modifying, adapting, and/or distributing Viral, the Services and/or the content therein;
  - 2. Decompiling and reverse engineering Viral or the Services;
  - 3. Extracting or attempting to extract (notably using data mining robots or any other similar data collection tool) a substantial part of the data of Viral.

### 12. Third Party Services.

1. Viral and/or the Services may contain advertisements and promotions offered by third parties and links to other web sites or resources. We are not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through Viral and/or the Services, such party's terms will govern their relationship with you. We are not responsible or liable for such third parties' terms or actions.

#### 13. No Warranties.

### 1. No warranty as to each user's purported identity

1. Because user identification on the internet is difficult, we cannot and do not confirm each user's purported identity. We may provide information about a user, such as a [geographical distance of location, or third-party background check or verification of identity or credentials photos, interests, and bio]. However, such information is based solely on data that the user submits, and we provide such information solely for the convenience of users and the provision of such information is not an introduction, endorsement or recommendation by us.

#### 2. No warranty as to content on Viral

- Viral and the Services are dynamic and time sensitive. As such, information on Viral
  and the Services will change frequently. It is possible that some information could
  be considered offensive, harmful, inaccurate or misleading or mislabeled or
  deceptively labelled accidently by us or accidentally or purposefully by a third
  party.
- 2. We reserve the right to modify Viral and the Services or any services made available therein. You are responsible for providing your own access (e.g., computer, mobile device, internet connection, etc.) to Viral and/or the Services. We have no obligation to screen or monitor any content and do not guarantee that any content available on Viral and the Services complies with these Terms or is suitable for all users.
- 3. Our Services, Viral, and all services provided therein and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without warranties of any kind either express or implied. You therefore use Viral, the Services, and all services made available therein at your own risk. We expressly disclaim any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, quality, fitness for a particular purpose, title, non-infringement, and any other warranty that might arise under any law. We make no warranty that your use of Viral and the Services, the content or any services made available therein will not infringe the rights of others. We do not represent or warrant that (i) Viral and/or the Services will be uninterrupted, secure or error free; (ii) any defects or errors in Viral and/or the Services will be corrected; or (iii) that any content or information you obtain on or through Viral and/or the Services will be accurate.

#### 14. Indemnity.

- 1. You will indemnify, defend, and hold harmless, us and our affiliates, directors, officers, employees, and agents, from and against all claims, liabilities, suits, actions, or other proceedings of whatever nature or kind, whether formal or informal, as well as from and against and in respect of any and all damages, liabilities, losses, costs, charges, fees and expenses, including without limitation all attorney and legal fees and expenses, as and when incurred, relating to, based upon, incident to, arising from, or in connection with:

  (i) all claims or assertions that arise from your activities on Viral and/or the Services; (ii) a violation or any non-compliance by you of any term of these Terms; or (iii) any content, materials or information of any type that you submitted to Viral and/or the Services that violates any applicable law or infringes any third party right, including any intellectual property or privacy right.
- 2. In relation to disputes with any other users of Viral, you hereby agree to indemnify us from any and all claims, demands, and damages, actual and consequential, of every kind and nature, known and unknown, that is related to such a dispute.

## 15. Limitation of Liability.

 In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, loss of reputation, goodwill, use, lost savings, loss of data, replacement costs, or any similar or other damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use, access, or inability to access Viral, the Services, or any of the service or any products procured using the Services, or for any other claim related in any way to your use of the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content posted, transmitted, or otherwise made available via the Services, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our total liability shall be limited to the maximum extent permitted by law or shall not in any case exceed the subscription amount equal to thirty (30nis) shekels paid by a user to use Viral and the Services.

- 2. You agree that we will have no responsibility or liability for (without limitation):
  - 1. The actions, errors, omissions or content of any Viral users;
  - 2. The truth or accuracy of any information provided by any Viral user;
  - 3. The unauthorized access, use or alteration of your content, even if we have advised of the possibility of such damages;
  - 4. Failure or breakdown of Viral and/or the Services for any reason;
  - 5. Criminal acts such as fraud or deception or acts by professional hackers and illegal access and networks breaches, or using the password by hackers, or loss of password or any other methods;
  - 6. The compliance by any Viral user with these Terms or applicable laws.
- 3. YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- 4. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### 16. Miscellaneous.

- 1. **Interpretation**: Headings are for convenience only and shall not be used to construe the terms of these Terms.
- 2. **No Partnership:** You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of Viral or any of the content or services made available therein. We are and shall remain independent contractors.
- 3. **Assignment**: These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.
- 4. Successors; Assignment; No Third-Party Beneficiaries: These Terms are binding upon and shall inure to the benefit of us and you and each of our respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign these Terms without our prior written consent. No third party shall have any rights hereunder.
- 5. **No waiver:** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy,

- nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 6. **Severability:** If any part of these Terms is held to be invalid or unenforceable, such determination shall not invalidate any other provision of these Terms.
- 7. **Entire Agreement:** These Terms embody the entire agreement between us, you and all other users respecting Viral, the content and all services made available through Viral, and supersedes all prior agreements, understandings, representations and communications, whether written or oral, between us, you and any other user.
- 8. **Notices:** Unless expressly stated otherwise herein, any notice or other communication required to be given for the purposes of these Terms to us shall be given by letter sent by acknowledgement of receipt of courier or by facsimile transmission immediately confirmed by a letter sent by courier to the following address: <a href="mailto:support@viral.ps">support@viral.ps</a> Any notice sent for the purposes of these Terms to any user shall be sent to such user on their email address that is recorded with us, which shall constitute correct, valid and complete notice. Notices to users are effective on the date that the email is sent, whether or not such user actually receives the email. It is each user's responsibility to ensure that the email address for his/her account is accurate and current.
- 9. **Remedies:** Our remedies that are contained in these Terms are in addition to, and not exclusive of, any other rights and/or remedies granted to us by law and/or contract.
- 10. Amendment: We reserve the right to, and may at any time, change, modify, add, remove or amend these Terms, or any part hereof, from time to time in the future without notice to you. While we will endeavour to notify you of any updated Terms, it is your responsibility to ensure that you are aware of any amended terms and conditions. Continued use of Viral and the Services will indicate your acknowledgement of such changes and agreement to be bound by such amended terms and conditions. Your continued use of Viral and/or the Services shall be considered as an acceptance by you of the amended Terms.
- 11. **Survival**: Notwithstanding us closing Viral and/or the Services, restricting your access thereto, suspending, closing or terminating your account, these Terms shall survive indefinitely to govern our relationship with you.

## 17. Governing Law and Dispute Resolution.

- These Terms, and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of Palestine; conflict of laws principles are hereby excluded.
- 2. You irrevocably agree that the courts of Ramallah, Palestine have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms, their subject matter or formation (including non-contractual disputes or claims), without reference to any conflicts of laws principles. You irrevocably waive any right that you may have to contest upon the aforementioned exclusive jurisdiction/forum, whether now or in the future.
- 3. Any claim under these Terms must be brought within 1 (one) year after the cause of action arises, or such claim or cause of action is barred.

4.	Language: NOTWITHSTANDING THE EXISTENCE OF ANY VERSIONS OF THESE GENERAL TERMS IN ANY OTHER LANGUAGE. IN CASE OF DISPUTE, THE ENGLISH VERSION OF THESE TERMS SHALL PREVAIL OVER ANY OTHER VERSION.