

## MYCHECK TERMS AND CONDITIONS

Terms and conditions of provision of COAP Service by MyCheck LLC, a New York limited liability company and its parent Company, QuickCheck Ltd., an Israeli private company. My Check and the Client shall be each referred to as a "Party" and collectively as the "Parties". The term "Agreement" shall mean the agreement (including as applicable any Master Services Agreement and any orders thereunder) between SevenRooms and Client, including these terms and conditions applicable with respect to the COAP Service.

### 1. DEFINITIONS

- 1.1. "Web ordering interface" The vehicle whereby the System is delivered to the Guest's device by which they access the System.
- 1.2. "Billing Partners" shall mean any company who entered into an agreement with My Check or Quick Check, in view of charging, and collecting payments from, Guests, for Transactions made through the System.
- 1.3. "Client's Site(s)" shall mean (i) the Client's premises and/or branches, and/or (ii) the website of the Client.
- 1.4. "Data Protection Requirements" means all data protection laws, rules and regulations applicable to the Party's business, including without limitation, regarding the handling, collection and transfer of personal information (including Guest Data) and/or the collection, storage, use, protection and/or security of personally identifiable information.
- 1.5. "Guest" shall mean any Client's customer, performing a Transaction through the System.
- 1.6. "Guest Data" shall mean non-public, personally identifying information of or related to a Guest, which information includes, without limitation, credit and/or debit card and/or PayPal account number, name, company name, address, phone number and e-mail address of the Guest.
- 1.7. "Intellectual Property Rights" shall include, without limitation, the following (a) all inventions, and all patents, patent applications, together with all re-issuances, continuations, continuations-in-part, divisions, revisions, extensions and re-examinations of any of the above, (b) all copyrightable works, whether registered or unregistered, (c) all trade secrets and know-how, (d) all trademarks, whether registered or unregistered, and all trade names and applications therefore, and (e) devices or appliances, mask works, and all computer software, both source and object code including data and related documentation, flow charts, diagrams, descriptive texts and programs, computer printouts, underlying tapes, computer databases and similar items.
- 1.8. "System" shall mean the 'Online ordering' system developed and owned by QuickCheck Ltd., for an on-line payment solution via mobile web or web browser.
- 1.9. "Transaction" shall mean any transaction performed by Guests through the System's Web ordering interface, charged and reported by the Client to My Check
- 1.10. "Transaction Data" shall mean information in connection with Transactions that does not personally identify the Guest (or otherwise qualify as personally identifiable information), and which is related to the Guest's visit to the Client's Sites.

### 2. LICENSE

- 2.1. License. Subject to the terms and conditions of this Agreement, My Check hereby grants the Client, for the Term of this Agreement, a personal, non-exclusive, non-transferable license, with no right to sub-license, to use the System on the Client's website for the purposes of enabling Guests to perform Transactions through the System; all in accordance with this Agreement.
- 2.2. License to Client's Guest Data. Client shall own all right, title and interest to all Guest Data, including such Guest Data generated by Transactions. Client hereby grants to My Check a non-exclusive, worldwide, nontransferable, royalty free right and license, subject always to all Data Protection Requirements in accordance with applicable law, to receive, retrieve, process, store, archive, use and transmit any Transaction data or Guest Data necessary to perform My Check's obligations pursuant to this Agreement.
- 2.3. License to Transaction Data. Client hereby grants to My Check a non-exclusive, worldwide, perpetual, royalty free right and license, subject always to all Data Protection Requirements in accordance with applicable law, to use, copy, manipulate, transmit and store any Transaction Data that will be archived, stored or otherwise transmitted necessary to perform My Check's obligations pursuant to this Agreement.

### 3. THE PARTIES OBLIGATIONS

3.1. Publicity. Unless the Client is a franchise (in which case the consent of the brand holder shall be required), My Check shall have the right to use the Client's name as a reference, for promotional purposes in publications, articles, advertisements, etc. subject to Client's prior written approval.

3.2. Compliance with Laws. These terms and conditions shall be governed by the laws of the State of New York, without regard to its conflict of laws rules or principles.

3.3. Data Security. Each Party shall be responsible for the security of Guest Data and Transaction Data, while in its possession including while any such data is inputted into, stored or processed via each Party's applications or services. Accordingly, each Party represents and warrants that it has taken such precautions as are necessary to ensure that its server and electronic systems are secure from breach or intrusion by unauthorized third parties.

#### 4. AUTHORIZATION; DISCRETION TO BLOCK TRANSACTIONS

4.1. Authorization. Client hereby authorizes My Check and its Billing Partners to act on behalf of the Client and to take all such measures as may be required, at their own and sole discretion, in order to perform their undertakings under this Agreement, including without limitation, in order to collect payments from Guests for Transactions. The Client will cooperate with My Check and its Billing Partners as reasonably requested, to evidence, record and ensure said authorization. Client hereby waives any claim, demand or allegation suggesting, directly or indirectly, that My Check and/or its Billing Partners have acted without authorization in respect of the foregoing.

4.2. Blocking Guests. My Check and/or Billing Partners may block Guests from performing Transactions through the System at their own and sole discretion, subject to prior notice to Guests, provided that such action will be in coordination with the Client.

#### 5. INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION

5.1. The term "Confidential Information" includes, but is not limited to, each Party's information of a confidential and/or proprietary nature disclosed under this Agreement, including without limitation any of Quick Check and My Check's information related to the System, Guests and/or Billing Partners, Client information related to Guests, as well as Intellectual Property Rights, and any other data related to the Client. Confidential Information will include written information or oral information in tangible or intangible form.

5.2. Each Party shall maintain Confidential Information in the strictest confidence, and will not divulge such Confidential Information to any third party or use such Confidential Information for any purposes other than for the performance of its obligations hereunder and only in the manner and to the extent necessary for the performance of its obligations hereunder.

5.3. Each Party may, however, disclose Confidential Information to its own personnel on a "need to know" basis, and to the extent necessary for the purpose of this Agreement. Each Party shall be responsible for compliance of its personnel with the provisions of this section 5.

5.4. Quick Check owns and shall retain any and all rights, including Intellectual Property Rights in and to the System, and any components thereof, including any updates, enhancements, modifications or improvements made thereto, and Quick Check's Confidential Information as defined in this Section 5. Client acknowledges Quick Check's exclusive rights in the System, and further acknowledges that the System is unique and original to Quick Check and that Quick Check is the sole owner thereof.

#### 6. REPRESENTATIONS AND WARRANTIES

6.1. The Client represents that it has obtained all necessary permits and authorizations necessary for the performance of this Agreement.

6.2. My Check represents that it has obtained all necessary permits and authorizations required from Quick Check and/or Billing Partners, if required, for the performance of this Agreement.

#### 7. INDEMNIFICATION

7.1. Both Parties agree to protect, defend, hold harmless, and indemnify the other Party, its subsidiaries and their customers from and against any and all claims, damages, liabilities, losses, and expenses, arising out of any actual or alleged breach of a Party's representations set in Section 6 above.

7.2. The Client shall be solely responsible and liable with regards to any Content and any information displayed on Client's Site, or otherwise. The Client shall indemnify and hold My Check and its Billing Partners harmless, from and against any and all loss, damages, claims and liabilities arising out in relation to Client's Site and Content, including without limitation in relation to: (i) goods, services, downloads, which may be obtained through the Client's Site, the supply thereof; and the commercial terms of a Transaction, including

its annulment; (ii) breach of Client's obligation to comply with all applicable laws, pursuant to section 3.3 above; and (iii) infringement of third party's rights, including Intellectual Property Rights, by Client's Site or Content, or any element thereof.

7.3. The foregoing rights of indemnification shall be conditioned on the indemnified party (i) furnishing prompt notification to the indemnifying party; (ii) permitting the indemnifying party to control the defense and settlement of any third-party claim or action; and (iii) reasonably cooperating in the defense by the indemnifying party at the indemnifying party's expense.

## 8. LIMITATION OF LIABILITY

8.1. Disclaimer of Warranties: Except as expressly provided in this Agreement, My Check disclaims all representations and warranties, expressed or implied statutory or otherwise with respect to the System, including without limitation any warranties as to non-infringement, suitability or merchantability, or fitness for a particular purpose.

8.2. No liability of My Check, Limitation of Liability: In no event will My Check, Quick Check or any of their licensors, successors, directors, agents, subcontractors or employees be liable to the Client or any third party for any special, incidental, or consequential damages arising from or relating to this Agreement or the System or the use thereof, however caused and whether based in contract, tort (including negligence) or any other theory of liability. In no event shall My Check, Quick Check or any of their licensors, successors, directors, agents, subcontractors or employees be liable to the Client or any third party under this Agreement, for an amount greater than the total Commissions received by either party for any Transactions made by Guests from the Client through the System during the Term of this Agreement. For clarity, this cap is cumulative, total and aggregate and not per incident.

## 9. TERM AND TERMINATION

9.1. Term. This Agreement shall become effective on the Effective Date and shall remain in force for so long as COAP Service is being provided under the Order Form to which this is attached ("Term").

9.2. Termination for cause. Either Party may terminate this Agreement in the event of material breach by the other Party, which has not been cured within fourteen (14) days following written notice thereof from the non-breaching Party.

9.3. Effects of Termination. Upon termination of this Agreement, for any reason, the license granted hereunder to Client shall immediately expire. Client shall cease using the System and Quick Check's Intellectual Property and shall immediately take off its Site. My Check shall return all tangible Confidential Information belonging to the Client or destroy the same, if so instructed by the Client.

9.4. Survival. The following sections shall survive termination of this Agreement and shall remain in full force and effect thereafter: Section 3 - with respect to Transactions performed by Guests prior to the date of termination, Sections 5, 7, 8, 9 and all other sections by their nature intended to survive termination.

9.5. Force Majeure. Notwithstanding any other provision of this Agreement, a Party shall not be liable to the other Party if a Party's fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders, wars, acts of enemies, strikes, electrical, communications or computer equipment or availability failure beyond the reasonable control of said Party, fires, floods, acts of God, federal, state, or municipal action, statute, ordinance or regulation, or, without limiting the foregoing, any other causes not within said Party's reasonable control.