

## TERMS OF USE

*[Last modified: February 4, 2019]*

These terms of use (“**Terms**”) constitute a legally binding agreement between Phantom.me Ltd. (“**we**”, “**us**” or “**Company**”) and you (“**you**”, “**user(s)**”). These Terms govern your use of the Phantom.me mobile app (“**App**” or “**Phantom.me**”) our website available at: <https://phantom.me>, developed and operated by the Company, and the Services available therein, as defined below.

**ACCEPTANCE OF THE TERMS:** These Terms, together with our [Privacy Policy](#) constitute an enforceable, legally binding agreement between you and the Company. Therefore, if you do not agree to any of the provisions herein, please do not use our App or Services, and uninstall where applicable.

### AMENDMENTS

We reserve the right, at our discretion, to revise or update the Terms at any time. Such changes shall be effective upon publication of the amended Terms. The last revision will be reflected in the “Last Modified” heading. Your continued use of the App thereafter constitutes your consent to such changes and your agreement to be bound by them. Please make sure to review our Terms periodically.

### ELIGIBILITY AND AGE LIMITATION

You hereby represent and warrant that: (i) you are over the age of 18 years old, eligible to enter the Terms and you are not prohibited by any authorized authority, judicial order or law into entering in any agreement; (ii) in the event you are acting on behalf of a corporation you have all proper authorization to enter into these Terms.

### SCOPE OF SERVICE

Phantom.me is a private zone on your mobile device that will provide you with a private, encrypted mobile experience and solution by various features such as a private incognito browser, photo vault, video vault, and file vault - all equipped with full encryption, and anonymous and private chat. Certain features are available solely as Premium Services, i.e., for Paid Subscription, as detailed below. Note that, additional information regarding the use and functionality of the App, as well as contact communications are provided in our website (collectively the, “**Services**”).

Note that, as we do not store save or obtain any copy of the information you have saved in your App (including contact list, photos, etc.), it is your sole responsibility to ensure, at any time, that all such information is stored on you device, Google drive or backed up in any other way you find applicable. We will not be responsible or liable for the lost or deletion of any information from any reason, whether due to technical issues related to the App, uninstall of the App, etc. In the event such information was deleted, we will not be able to restore it. In addition, we do not save or have any records of your access code to the App. Thus, it is your sole responsibility to maintain a record of your access code at all time, as well as to keep the confidentiality of your access code. Please note that, any and all actions made using your access code will be at your sole responsibility.

### FREE USE AND PREMIUM SERVICES

We provide you with access to Services free of charge, including Phantom.me app browser, chat, camera, storage, web apps, etc., some are free to use up to a set data quota (“**Free Services**”). In order to use unlimited data quota of the Services, you may need to purchase

one of our plan subscriptions (“**Paid Subscription**”). The Free Services include an optional proxy component, providing you an additional layer of protection when using Services based on proxy protection, including the App browser, chat, web apps etc. (“**Shared Proxy**”). In the event you choose to use the Shared Proxy, a community proxy will be activated, allowing the operation of a network of users browsing the internet anonymously by redirecting their communication through other users' devices. In the event you decide to use the Paid Subscription, you will be provided with a dedicated Proxy.

If you wish to purchase a Paid Subscription, we offer a **monthly, half-year or yearly subscription, all are automatically renewed, unless you terminate your Paid Subscription**. The applicable fees and subscription alternatives will be displayed at the time of purchase.

You acknowledge and agree that all payments for the Paid Subscription will be directly processed and handled by Google Play or the applicable app store (collectively, the “**App Store Provider**”) from which you originally downloaded the App. By purchasing the Paid Subscription, you agree to be bound by the App Store Provider’s terms and conditions. If you have any payment related issues with the Paid Subscription, you will need to contact the App Store Provider directly. We may, from time to time, and at our sole discretion, change the prices of the Paid Subscription.

#### **INTELLECTUAL PROPERTY**

The website, App, Services and all content available therein, including but not limited to text, logo, design, images, trade and service marks, products name and any related rights, etc., as well as any component, software, code, algorithm, know-how, and any updates or modifications, all whether registered or not, is owned by the Company or its third-party partners and provided for your personal and non-commercial use, all subject to the terms herein. You are granted with a limited, non-exclusive, non-transferable, non-commercial license to access the App and use the Service. Except as provided herein, we reserve any and all rights, title and ownership of the Service.

#### **RESTRICTIONS OF USE**

You agree only to use the App and Services as set forth in these Terms, according to applicable laws and regulations as well as our [Acceptable Use Policy](#). You shall not, nor shall you authorize or encourage any third party to: (i) use the Services in a non-compliant or illegal manner, or any fraudulent or inappropriate purpose or in any manner that may be deemed as an infringement of third party’s rights, including intellectual property rights, copyrights and privacy rights; (ii) prevent others from using the Services; (iii) circumvent, disable or otherwise interfere with security-related features of the Services nor use the Services to distribute any virus, adware, worms, Trojan horses, malware, spyware or any other similar malicious activities and products or any other computer code, files or programs designed to interrupt, hijack, destroy, limit or adversely affect the functionality of any computer software, hardware, network or telecommunications equipment; (iv) modify, create a derivative work of, reverse engineer, disassemble the Services; (v) deface, obscure, or alter the Services; (vi) circumvent any limitation imposed by the Company with respect to the Services; (vii) remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) available in the App or website; (viii) abuse the Services by harassing, defaming, engaging in any relations with a minor or otherwise inappropriately or unlawfully communicating through the Services, or to encourage, promote any harmful or offensive content, including content which is violent, harassing, hate speech, non-consensual sex acts, promotes illegal drugs, illegal gambling or violates an individual’s privacy, creates a risk to a person's safety or health, creates a risk to public safety or health, compromises

national security or interferes with an investigation by law enforcement; (ix) use of the Services for the purpose of impersonate any other person or take on any other individual's identity or entity. You are solely responsible for any of your actions, which breach or could be reasonably construed as a breach of these Terms. The Company reserve the right, at its sole discretion, to limit your use or prevent you from accessing or using the Services if the Company will becomes aware of any action which breaches or which is reasonably construed as a breach of these Terms, without prior notice or liability. The Company may also limit your use of the App for any other reason and retain the right to terminate your use of the App at our sole discretion.

## **PRIVACY**

We are committed to the protection of privacy of our users. For information about how we handle and process user data, please review our [Privacy Policy](#).

## **DISCLAIMERS OF WARRANTIES**

Except for the express representations and warranties stated herein, the website, App and Services are provided "as-is" and "as-available" and the Company makes no other warranties and explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or non-infringement. The Company does not have any obligation to monitor the use of the Services and it is not responsible or liable for the use of the Services by you or other users. Further, the Company does not represent or warrant that: (i) the Services will be error free or that any errors will be corrected; (ii) the operation of the Services will be uninterrupted or that it will available at all times. We do our best to secure your data and information, based on industry best practice, however, no one can provide 100% security, and thus we shall not be responsible for any unauthorized access or disclosure. In addition, the Company shall not be responsible or liable for any damages resulting from your installation or use of the App or the Services, including without limitation damages to data or device. You agree that your use of the App and Services is at your own risk and responsibility.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, EXEMPLARY, PUNITIVE OR TORT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS ARISING OUT OF, IN CONNECTION WITH, THE USE OF, OR THE INABILITY TO USE THE APP, AND WHETHER BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE ARE OR HAVE BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE APP OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE AND UNINSTALL. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, AND ITS AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF YOUR USE OF THE APP OR SERVICES. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

## **INDEMNIFICATION**

You agree to indemnify and hold the Company and its subsidiaries, affiliates, officers, agents, partners, and employees, harmless from any alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your access to or use of the App and Services not in accordance with these Terms.

## **SUPPORT, UPDATES AND UPGRADES**

We may change, modify, suspend, or discontinue any aspect of the Service at any time. We reserve the right to add additional features to the App or to provide updates, upgrades or programming fixes; we have no obligation to make available to you any subsequent versions of the App. Additionally, we have no obligation to provide support or maintenance for the App under these Terms, however, we may, at our sole discretion, provide limited technical support, upgrades and updates.

## **TERMINATION**

At any time, you may stop using the App and uninstall. Note that, as detailed above, as we do not save or keep any copy of the information you have saved in your App, it is your responsibility to ensure all information is stored on you device, Google drive or in any other way you find to be applicable. Otherwise, if you uninstall the App, all the information will be deleted and we will not be able to restore it.

We reserve the right, at any time, to discontinue, terminate, suspend or modify any aspect of the App or the Services for you or for all our users, with or without prior notification. The Company does not assume any responsibility with respect to, or in connection with, the termination of these Terms.

## **GENERAL**

These Terms constitute the entire understanding between the parties with respect to the use of the App, Services or any portion thereof. If any part of these Terms is found void and unenforceable, it will not affect the validity of the balance of the Terms, which shall remain valid and enforceable. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms. You may not assign or otherwise transfer any right or obligation herein. The Company expressly reserves its right to assign or transfer these terms and to delegate any of its obligations hereunder at its sole discretion. Headings are for reference purposes only and do not limit the scope or extent of the relevant section. The Company's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms are governed exclusively by the Laws of the State of Israel, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of Tel-Aviv, Israel.

## **CONTACTING US**

If you have any questions about these Terms, or wish to report violators of these Terms, please contact us at: [info@phantom.me](mailto:info@phantom.me) or through the online form available in our website.



