

PLETHORA TERMS OF USE
UPDATED: SEPTEMBER 23, 2020

Welcome to the Plethora website and thank you for choosing to join us in order to play, learn, share, invent, and develop. The Plethora website is available at <https://www.iamplethora.com> (the "**Website**") which is owned and operated by Plethora Technologies Ltd ("**Plethora**", "**we**", "**our**", "**us**"). The Website and the interactive Plethora software included therein shall herein be referred to as the "**Plethora Platform**". The Plethora Platform was developed by Plethora and/or its licensors.

Please read these terms of use and the Plethora privacy policy which is available at <https://www.iamplethora.com/policies/en/plethora-privacy-policy.pdf> (the "**Privacy Policy**", and together with these terms of use, the "**Terms**") carefully before using the Plethora Platform. These Terms govern your access to and the use of the Plethora Platform. These Terms are a binding legal agreement between any user of the Plethora Platform and Plethora. If you do not wish to be bound by these Terms, you must cease any use of the Plethora Platform immediately.

BY USING THE PLETHORA PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND TO THESE TERMS, AS MAY BE AMENDED FROM TIME TO TIME (AS FURTHER DETAILED HEREIN).

1. REGISTRATION AND ELIGIBILITY

In order to use the Plethora Platform, you may be required to register by filling in the details in the registration process and/or by entering a code that you received from your school, extracurricular activity operator, other educational entity or organization and/or an authorized reseller of the Plethora Platform (each an "**Institution**").

Information provided by you is voluntarily provided without any coercion or solicitation. If you decide to provide information, you represent that any information you provide on the Plethora Platform is accurate. We rely on the correctness of the information you provide.

As part of the registration process, you may be required to choose a username and a password. You will be solely responsible for maintaining the confidentiality of your username and password, and may not transfer your use of, or access to, the Plethora Platform to any third party. You are fully and solely responsible for any and all activities that occur through your account. Only you may use your account to access the Plethora Platform, and any use of your account by another person may lead to revocation of your account. Plethora will not be liable for any loss and/or damage resulting from any unauthorized use of your account. You shall immediately notify us of any unauthorized use of your account.

If you are under the age of 18, you must not make any use of the Plethora Platform unless your parent, legal guardian, or other person permitted under your jurisdiction to consent on your behalf, has read and consented to these Terms and your use of the Plethora Platform on your behalf in accordance with the applicable law of your jurisdiction.

2. INSTITUTION RESPONSIBILITY AND CONSENT

If you are a representative and/or member of staff of an Institution (e.g. a teacher or administrator) wishing to allow students to use the Plethora Platform, you must ensure that you and your Institution comply with the following guidelines and instructions:

You are responsible for the process of opening and maintaining the accounts of your students, and that such process is in compliance with the applicable laws of your jurisdiction. You shall ensure that we are provided with the minimum personal information required to create an account, and only in accordance with the applicable laws of your jurisdiction. You represent that: (i) your Institution has authorized the use of the Plethora Platform, (ii) your students use of the Plethora Platform hereunder is permitted under the laws of your jurisdiction, (iii) your Institution has provided appropriate disclosure to students and their parents and/or legal guardians and received their consent for sharing the student's information with us, as required under the applicable laws of your jurisdiction, and (iv) you have ensured that all your students and/or their parents and/or legal guardians have reviewed and consented, in accordance with applicable law of your jurisdiction, to these Terms, and to provide us with their personal information as contemplated in these Terms.

3. NONEXCLUSIVE LICENSE TO THE PLETHORA PLATFORM

Plethora hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Plethora Platform. Certain features of the Plethora Platform may be available exclusively for subscribed users who have purchased a paid subscription in accordance with these Terms. This license is subject to and conditioned upon your full ongoing compliance with these Terms.

4. USE OF THE PLETHORA PLATFORM

You may only use the Plethora Platform in accordance with these Terms and for the purpose of using the interactive games as available. You will not, will not attempt, nor will you allow, solicit and/or assist any third party to, or attempt to: (i) use the Plethora Platform in any way which is in violation of applicable law; (ii) modify, copy, adapt, distribute, translate or create derivative works of the Plethora Platform; (iii) reverse engineer, disassemble, de-compile, or in any way attain the Plethora Platform source code; (iv) sell, lease, sublicense, assign or otherwise transfer rights in or to the Plethora Platform; (v) use the Plethora Platform in any way which disrupts the normal operation of the Plethora Platform; (vi) access any content on the Plethora Platform which is not available to you based on your subscription to the Plethora Platform; (vii) enter other people's personal information and/or open accounts and passwords for them without their consent; (viii) infringe or promote the infringement of any intellectual property or proprietary right of any party; (ix) misrepresent yourself as a representative or affiliate of any person or entity or transmit false or misleading information; (x) use information obtained from the Plethora Platform to harm, harass, or abuse, another person; (xi) sublicense, sell, lease, or rent the Plethora Platform to another person, except as may be permitted under a separate written agreement between you and Plethora; (xii) share your password and/or username with any other person; (xiii) use the Plethora Platform for competitive analysis or to build competitive products; or (xiv) publicly disseminate information regarding the performance of the Plethora Platform.

If you violate any of the above, we may unilaterally and immediately, without any prior notice, terminate your license, close your account, and terminate and prohibit your use of the Plethora Platform.

5. INTELLECTUAL PROPERTY

We and/or our licensors remain the sole owners of all right, title, and interest in the Plethora Platform and its underlying software and technology. Except as stated in these Terms, we do not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other intellectual property rights in respect to the Plethora Platform (the "**Plethora IP**"), all of which are the sole property of Plethora and/or its licensors. We reserve all rights not granted under these Terms.

The Plethora Platform may include intellectual property licensed to us by third parties, including open source software.

You will not attempt, nor will you allow, solicit and/or assist any third party to attempt to: (i) use the Plethora IP for any purpose without our express written consent; (ii) remove, obscure, or alter any notice of Plethora IP appearing in or on any item included with the Plethora Platform; or (iii) register, attempt to register, or assist anyone else to register any Plethora IP.

Any comments, requests, recommendations, error reports, and suggestions (collectively "**Feedback**") that you may provide us will be owned by us and part of the Plethora IP. We shall be entitled to use, exploit, implement, adapt, develop, copy, reproduce, publish, license or assign the rights to such Feedback without any obligation to make any royalty or other payment to you, and without any obligation of credit or notice to you.

When you Transmit (as such term is defined below) User Content to the Plethora Platform, you expressly assign to Plethora any and all ownership rights in connection with your User Content, which shall be deemed part of the Plethora IP. This means that Plethora may use, distribute, publish, reproduce, modify, translate, and make derivative works of all User Content, in any form for use in connection with the Plethora Platform and Plethora's business, or otherwise, including without limitation for promoting and redistributing part or all of the Plethora Platform.

If you believe that the Plethora Platform infringes your intellectual property rights, please contact us at hello@iamplethora.com. Upon receipt of such notice as described below, we may take whatever action, in our sole discretion, we deem appropriate, including, without limitation, removal of the challenged content from the Plethora Platform. Any upload of User Content by you is subject to your acceptance of such actions by us, including, without limitation, such removal.

6. FEES AND PAYMENTS

Part of the Plethora Platform is provided for free, however certain features require a paid subscription. If you were provided with an access code for the Plethora Platform from your Institution, the fees and payments applicable to you may differ from those set forth herein, in accordance with any agreement between Plethora, and/or its authorized reseller, and your Institution. You are advised to contact your Institution for further information. If you sign up

for a paid subscription, you shall pay to Plethora in advance the fees detailed under the specific subscription (the "**Subscription Fees**"). Payment of the Subscription Fees grants you the right to use those features of the Plethora Platform during the term specified under the specific subscription. Unless stated otherwise, the term for a subscription shall not exceed one (1) year from the date of payment. Unless otherwise explicitly detailed in these Terms or required by law, all Subscription Fees paid are non-refundable and all amounts owed to Plethora are non-cancellable.

All Subscription Fees payable hereunder may not include taxes or duties, including, without limitation, any value added tax, withholding tax. Any such taxes, to the extent legally applicable, shall be borne and paid by you. Furthermore, we may, in the future, charge for use of parts of the Plethora Platform which are currently provided to users for free (by providing you prior notice for such change). Please be aware that you will be deemed as accepting such modifications and changes as long as you continue using the Plethora Platform.

Plethora may use various billing providers and you shall follow and comply with the policies of such providers.

7. USER CONTENT

As part of the Plethora Platform, you may be able to upload, post, develop and create certain types of content, games, assignments, levels, and other creative items related to the Plethora Platform (the "**User Content**").

While using the Plethora Platform, you may not: (i) upload, post, process, reproduce, distribute, send or otherwise transfer or make available (collectively "**Transmit**") any User Content that is, in any jurisdiction and according to applicable law, illegal, abusive, obscene, defamatory, inflammatory, offensive, vulgar, libelous, hateful, or otherwise objectionable (including links to other websites and/or platforms containing any of the forgoing); (ii) transmit any User Content that may infringe or promote the infringement of the rights (including, without limitation, intellectual property rights) of any party or any application for any of the forgoing; (iii) transmit any User Content that contains software viruses, worms, bots, malware, trojan horses, defects, date bombs, time bombs or any other malicious code, files or programs designed to interrupt, destroy or limit the functionality of the Plethora Platform and/or any other computer software, hardware or telecommunications equipment.

You hereby acknowledge that we may or may not screen User Content. Plethora has the right, but no obligation, in its sole discretion, to remove any User Content. Plethora and its staff have the right, but not the obligation, to check, deny, or remove any User Content if it violates any of these Terms, or is otherwise objectionable. You must evaluate the use of any User Content uploaded by another user, and you are responsible for the associated risks, including any reliance on the mentioned User Content's accuracy, completeness, or usefulness.

If you find any User Content posted by another user to be offensive and/or inappropriate, please contact us at hello@iamplethora.com. Upon receipt of such notice as described above, we may take whatever action, in our sole discretion, we deem appropriate.

8. TERM AND TERMINATION

You may stop using the Plethora Platform at any time and in your sole discretion and with no additional charge, however, no amounts paid will be refunded, unless required by applicable law.

Note that the termination of your account or subscription may not automatically delete your information from the Plethora Platform and you may need to contact us directly to request the deletion of such information, if you wish to do so. If your account is terminated, your rights to use the Plethora Platform will cease immediately.

We may modify or terminate operation of the Plethora Platform at any time without providing any prior notice. We may discontinue support and/or distribution of the Plethora Platform at any time, and/or change the content that is available for each type of subscription or access to the Plethora Platform. We may permanently or temporarily deactivate your access to use the Plethora Platform, in accordance with these Terms, and you shall not have any claim towards us.

Any violation of these Terms may result in the termination of your ability to access and use the Plethora Platform. We shall not be liable to you or to any third-party for any termination of your access to the Plethora Platform.

The expiration or termination of these Terms shall not affect any obligation intended to survive under these Terms.

9. WARRANTIES DISCLAIMER

The Plethora Platform is provided on an “As-Is” and “As Available” basis. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties of any kind, including but not limited to warranties of accuracy, availability, merchantability, fitness for a particular purpose, title and non-infringement of proprietary rights. Your use of the Plethora Platform is at your own discretion and risk, and Plethora will have no liability or responsibility for any damage to you, your device, system or data that results from the use of the Plethora Platform. Some jurisdictions may not allow the exclusion of implied warranties, therefore some of the above may not apply to you.

Plethora will take reasonable commercial efforts that the Plethora Platform will be free of any viruses, malware, or other harmful code, however Plethora makes no warranty whatsoever regarding such matters.

10. LIMITATION OF LIABILITY

Plethora shall not be liable for any indirect, consequential, incidental, exemplary, special, or punitive damages, under any theory of law including under contract, negligence, breach of any statutory duty, strict liability, or otherwise relating to the Plethora Platform, including, without limitation, errors, data loss, file corruption, system down time, network or system outages, communications line failure, or interruptions caused by us.

Notwithstanding anything to the contrary, our total aggregate liability, if any, relating to the Plethora Platform, will be limited to an amount equal to the lower of (i) US\$100 or (ii) the

amount received by Plethora in consideration for your subscription during the 30 day period immediately preceding the date of the claim. The existence of one or more claims will not enlarge this limit.

11. FORCE MAJEURE.

Neither party will be liable for failure or delay to perform obligations under these Terms, which become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God, acts of terrorism, cyber-attacks, failures of the internet, labor disputes or stoppages, war, government acts or orders, epidemics, pandemics or outbreak of communicable disease, quarantines, national or regional emergencies, or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

12. INDEMNIFICATION

You hereby undertake to indemnify, defend and hold us and our directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all damages, costs, expenses, obligations, losses, liabilities and debts related to or arising out of your: (i) breach of these Terms; (ii) misuse of the Plethora Platform by you and any third party on your behalf, (iii) breach of your representations and warranties set forth herein; and/or (iv) infringement of any third party rights.

13. LINKS TO THIRD PARTY WEBSITES AND RESOURCES.

The Plethora Platform may provide hyperlinks to other websites or resources. We do not have control over such sites and resources and are not responsible for the availability of such sites or resources. Therefore, we shall not be liable for any content on or available from such sites. You access these third-party sites at your own risk, and you should not rely on these Terms in any way and you should refer to each such website's individual terms of service.

The Plethora Platform may use and/or contain certain functions which were developed and owned by third parties, the use of which is governed by the terms and conditions of such third parties. We are not responsible or liable for such third party functions nor for any error, malfunction or defect in the Plethora Platform resulting therefrom.

14. MISCELLANEOUS

Plethora's failure to enforce or exercise any provision of these Terms is not a waiver of that provision, nor shall any delay or omission on the part of Plethora to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or

unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the maximum extent permitted by law.

We may assign our rights and obligations under these Terms (in whole or in part) without your consent. These Terms and your rights and obligations hereunder are not assignable, transferable or sublicensable by you, and any attempt by you to transfer or assign them without our prior written consent will be null and void.

We reserve the right at any time and without any notice, to modify or change the Plethora Platform, including by eliminating, modifying, limiting or discontinuing any feature of the Plethora Platform. We reserve the right at any time to modify these Terms. Any such modification of these Terms will be effective immediately upon notice to you (or if otherwise stated in the notice), which notice may be provided by notice to you using any of the contact details you may have provided, and/or uploading the amended Terms on the Plethora Platform, so please be sure to review the Terms of Use uploaded to the Plethora Platform periodically. Your continued use of the Plethora Platform after the effective date of any such modifications will be deemed acceptance of such modified Terms. These Terms, as amended from time to time, constitute all the terms and conditions agreed upon between you and Plethora and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

These Terms shall be construed in accordance with and governed for all purposes by the substantive laws of the State of Israel. Conflicting choice of law rules of any jurisdiction will not apply to any dispute under these Terms. Any claim or dispute you may have against Plethora and its affiliates, directors, officers, employees and representatives shall be exclusively submitted to and resolved by a court located in Tel-Aviv, Israel; provided, however, that any claim by Plethora for preliminary or injunctive relief, other pre-judgment remedies, may be brought in any court of competent jurisdiction.

Any notice or communication to be given to you hereunder may be sent by email to the email provided by you as part of the registration and/or by message provided through the Plethora Platform. Any notice or communication to be given to us hereunder may be sent by email to hello@iamplethora.com.