

"Duve" Terms of Service

Last updated: 06/10/2019

PLEASE READ THE FOLLOWING CAREFULLY BEFORE USING Duve.

1. Preamble

Whether you're a real estate owner, property manager, hotelier or hostel manager interested in short term sub-leasing of your property/properties ("**Registered Property Manager**") or a supplier wishing to provide services to Our Registered Property Managers ("**Registered Supplier**"), welcome to the Duve web interface ("**Duve**").

Please read the following Terms of Service carefully before using Duve so that you are aware of your legal rights and obligations with respect to Duve, vis-à-vis our Company, **Servi Smart Solutions Ltd.** ("we", "us", "our", "**Company**").

By accessing or using Duve, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Service (the "Terms").

We reserve the right, at our discretion, to change these Terms at any time, and your continued use of the Duve and/or any of the Services thereafter means that you accept those changes, except for changes to our Data Protection Policy, upon which the provisions set out therein shall apply regarding prior notice and/or consent.

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

If you do not agree to be bound by these Terms please do not use Duve.

2. **Permission to Use.** We hereby grant you permission to use Duve, provided that you comply with these Terms and applicable law ("**License**").
3. **Restrictions on Use of Duve.** You agree not to, and shall not permit any third party to:
 - 3.1. copy, distribute or modify any part of Duve without our prior written authorization;
 - 3.2. use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein;
 - 3.3. make Duve available over a network where it could be used by multiple devices owned or operated by different people at the same time;
 - 3.4. disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of Duve;
 - 3.5. circumvent, disable or otherwise interfere with security-related features of Duve or its features that prevent or restrict use or copying of any content or that enforce limitations on use of Duve;

- 3.6. remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via Duve;
- 3.7. use any communications systems provided by Duve to send unauthorized and/or unsolicited commercial communications;
- 3.8. use the Duve name, logo or trademarks without our prior written consent; and/or
- 3.9. use Duve to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches these Terms.

4. User Obligations

- 4.1. Our Registered Property Managers and Registered Suppliers are responsible for the acquisition of rights to the content that they upload to Duve (e.g. pictures in reviews) and represent that they thereby do not violate the rights of any third parties.
- 4.2. Our Registered Property Managers are responsible and represent that they have the rights and/or authorization in the properties that they upload details on through Duve, when applying for receipt of the services to Registered Property Managers.
- 4.3. Our Registered Suppliers are responsible to acquire appropriate insurance policies according to standard industry practices in their field of activity which sufficiently cover the provision of Services to our Registered Property Managers' clients/guests.
- 4.4. You hereby warrant and guarantee that you will not to use the Duve services to create content that:
 - 4.4.1. is not objective or intentionally untrue,
 - 4.4.2. immoral, pornographic or in any other way offensive,
 - 4.4.3. infringes upon the rights of third parties, in particular copyright,
 - 4.4.4. violates applicable laws in any way or constitutes a criminal offense,
 - 4.4.5. contains viruses or other computer programs that may damage software or hardware or that may affect the use of computers,
 - 4.4.6. is a survey or chain letter,
 - 4.4.7. is aimed at collecting or using personal data from other users, especially for commercial purposes.

5. Services.

5.1. For Registered Property Managers:

Duve shall provide management and operation services between the Company and our Registered Property Managers' clients/guests, including, without limitation, automated tools and wizards, guest's app and additional services. The Company will be granted access to Duve's front desk web site, in which Company will be able to control and adjust the platform in real-time.

Additionally, Registered Property Managers will be able to connect their guests/clients with both Registered Suppliers we suggest for them or their own third-party suppliers which they connect to their account and will be entitled to receive an upsell commission (unrelated to our commission as set out herein below) for any transaction conducted by their clients/guests and Registered Suppliers/their third-party suppliers by way of the guest app used by their clients/guests.

5.2. For Registered Suppliers:

Duve shall allow suppliers of services to register to be included on a list of suppliers available for the provision of services in a geographical location relevant to the Registered Property Manager's guests/clients.

Transactions made between our Registered Property Managers' guests/clients and either a Registered Supplier or third-party suppliers which are connected to our Registered Property Managers' through the Duve guests' app shall entitle Duve to receive a upsell commission.

This commission shall be charged from the Registered Property Manager's account upon receipt of consideration from their guests/clients, according to your registered payment method.

Our Registered Property Managers' responsibility to ensure that any third-party supplier which is not a Registered Supplier will receive the full consideration, and each Registered Property Manager shall hold the Company harmless and shall indemnify Us for any loss, damage, claim or harm incurred by the Company due to the charging of such a commission.

5.3. The Duve Platform is dynamic, and the Services provided through the Duve Platform may be updated and changed by Duve in its discretion in order to improve the customer experience.

5.4. Duve shall provide support for the guests/clients of the Company via the phone during Duve office hours (currently 10:00-19:00 Paris time – may be changed from time to time).

6. Intellectual Property Rights.

6.1. Ownership: Duve is licensed and not sold to you under these Terms and you acknowledge that Duve and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to Duve. “**Intellectual Property Rights**” means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

6.2. Content: The content on Duve, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos,

sounds, videos, interactive features, and services (the “**Materials**“), and the trademarks, service marks and logos contained therein (“**Marks**“, and together with the Materials, the “**Content**“), is the property of Us and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. All other Marks used on Duve are the trademarks, service marks, or logos of their respective owners.

6.3. Use of Content: The content on Duve is provided to you “as is” for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without Our prior written consent.

7. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on Duve is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.

8. **Privacy.**

8.1. Consent and Modification. You are not legally obligated to provide us with Personal Information, and you hereby confirm that providing us with Personal Information is at your own free will. By using Duve (including the Services), you consent to the terms of our privacy policy set forth herein (“**Privacy Policy**“) and to our collection, processing and sharing of Personal Information for the purposes set forth herein.

If you do not agree to this Privacy Policy, please do not access or otherwise use Duve and/or any of the Services. “**Personal Information**” means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to the Account Information.

9. **Warranty Disclaimers.**

9.1. Duve IS PROVIDED ON “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT Duve WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

9.2. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF Duve.

10. Limitation of Liability.

10.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, Duve, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

10.2. IN ANY EVENT, OUR TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THESE TERMS, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE Duve, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO US FOR RECEIVING THE RELEVANT SERVICE.

10.3. REGISTERED SUPPLIERS TO WHICH Duve WILL PROVIDE INFORMATION ON OUR REGISTERED PROPERTY MANAGERS FOR THE PURPOSE OF OFFERING TO THEIR SERVICES TO AND ANY REGISTERED PROPERTY MANAGERS CONNECTING GUESTS TO OUR REGISTERED SUPPLIERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF Duve OR ITS AFFILIATES, AND Duve AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH REGISTERED SUPPLIERS OR REGISTERED PROPERTY MANAGERS, OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

10.4. Duve AND THE Duve AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND THEIR DIRECT CONTROL, AND THEY HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

10.5. **Indemnity.** You agree to defend, indemnify and hold Us harmless and similarly to defend, indemnify and hold our affiliates, and our respective officers, directors, employees and agents harmless, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, Duve; (ii) your violation of these Terms; and (iii) your violation of any third party rights, including without limitation any copyright,

property, or privacy right. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

11. Term and Termination.

- 11.1. Your right to use Duve will automatically terminate if you violate these Terms of Service or our Data Protection Policy. In case of such termination, we may terminate your access to Duve without notice and you will not receive a full or partial refund of any fees already paid. Our failure to insist upon or enforce your strict compliance with the Terms of Service or any other Data Protection Policy will not constitute a waiver of any of our rights.
- 11.2. Our business may change over time and we reserve the right to modify Duve or any services offered through Duve. We also reserve the right to suspend or discontinue Duve or your use of Duve, in whole or in part, at any time with or without notice and without liability to you.
- 11.3. In the event that we exercise such right, you may be entitled to a full or partial refund, in our sole discretion, if you are a member of a reoccurring payment plan or with respect to any transaction you've made.
- 11.4. Upon termination of these Terms, you shall cease all use of the Site. These Sections 6 (Intellectual Property Rights), 8 (Privacy), 9 (Warranty Disclaimers), 10.1 (Limitation of Liability), 10.2 (Indemnity), 13 (Governing Law and Disputes) to 14 (General) shall survive termination of these Term.

12. Assignment.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Duve without restriction or notification.

13. Governing Law and Disputes.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yaffo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

14. General.

These Terms, and any other legal notices published by us in connection with Duve, shall constitute the entire agreement between you and us concerning Duve. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY

HAVE ARISING OUT OF OR RELATED TO Duve MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

15. Website Services Use Eligibility

- 15.1. If you are under the age of 18 or the applicable legal age of majority in your jurisdiction, you can use the Services and any other services provided by this Site only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms of Service.
- 15.2. By using this Site, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service and to abide by all of the terms and conditions set forth herein.