

# Terms of Service

## Connecteam Terms of Service

Mobilesson Ltd. d/b/a Connecteam (“**Connecteam**“, “**us**“, “**our**“, or “**we**“) provides a platform (the “**Platform**“) that allows participating businesses (each, a “**Customer**“) to create dedicated communication, operations, and training applications (any such application, an “**App**“) to manage and track compliance and performance of Customer’s employees, service providers, or independent contractors (“**Personnel**“). The services available through the Platform and any of the Apps shall collectively be referred to as “**Services**“. “**You**” means any user of the Services, whether on behalf of a Customer or as Personnel of a Customer.

These Terms of Service (“**Terms**“) govern your access to and use of the Services, Platform, and any App. Our Privacy Notice, available at <https://connecteam.com/privacy/> (“**Privacy Notice**“) and the DPA (defined below), where applicable, govern our collection, processing, and transfer of any Personal Data (as such term is defined in the Privacy Notice).

Please read these Terms carefully. By either clicking “I Accept,” (or other similar language), checking a checkbox for the acceptance of these Terms, or by signing up, registering to, downloading, using, installing, or otherwise accessing or using the Services, sites or any of our Apps, you signify your assent to these Terms and to the collection and use of your information as set forth in the Privacy Notice. If you do not agree to any of these Terms, please do not click the sign-up button and do not access or use the Platform and Services. Any new feature released by us shall be governed by these Terms and Privacy Notice.

Some Services may be subject to additional terms specific to such Services, features, or functionality (“**Additional Services**” and “**Additional Terms**”), and such Additional

Terms will be presented to you within the installation or registration process. By accessing, enabling, using and/or purchasing any such Additional Services (such as the Business Associate Agreement (available at request); our referral program), you agree and acknowledge that such Additional Terms are binding and governing your use of such Additional Services, which are incorporated herein by reference.

We may modify the Terms at any time. If we make a material change to these Terms, we will provide you with reasonable notice as appropriate, at our discretion, by either messaging you through the Services, or by other communication means (including email), or with the publication of these updated Terms on our website. The revised Terms will become effective upon the earlier date set forth in our notice, and the posting date of the modified Terms on our website. Your continued use of the Services after the changes have been implemented will constitute your acceptance of the changes. You can review the current version of the Terms at any time on our website.

If you are registering a “**Customer Account**” on behalf of a Customer (as an “**Account Owner**”), you further represent that you are authorized to enter into and bind the Customer to these Terms and register the Customer for the Platform and Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you and such Customer.

## **1. Use of the Services**

1.1. Connecteam allows you to access and use the Platform, Apps, and Services on a non-exclusive basis subject to these Terms. Subject to applicable law, Connecteam may, at its sole discretion and at any time, modify or discontinue providing the Platform, Services, any App, or any part thereof without notice and shall not be liable to you or any third party for any such modification or discontinuance.

1.2. Use of the Services and access to the Platform and/or Apps is void where prohibited. You represent and warrant that: (a) all registration information you submit is

truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are of the age of majority as defined under applicable law or have obtained parental or guardian consent where required under applicable law and have the ability to form a binding contract; (d) your use of the Platform, Apps, or Services does not violate any applicable law, regulation, or any obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, guidelines, and these Terms throughout your use of the Platform, Apps and/or Services.

1.3. If You are an Employee or an Administrator (as defined below), you agree that it is solely Customer's responsibility to (a) inform you of any Customer's policies and any settings related to our processing of the User Content (as defined below); (b) obtain any rights, permissions or consents from you and any authorized users that are necessary for the lawful use of the User Content, the processing of such User Content by us and the operation of our Services; and (c) respond to and resolve any dispute between you and the Customer or between you and any other user related to your Account, arising out of or related to the use of the Services.

1.4. If you are registering to use the Platform, Apps, or Services as an Account Owner on behalf of a Customer, you further represent and warrant that: (a) when we process Personal Data of the Customer's Personnel on its behalf for the purpose of provision of the Services, the Customer will at all times be considered the data Controller (as defined in the GDPR, or equivalent term under any applicable law) and shall be responsible for compliance with its obligations as data Controller under applicable law, including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and we shall act solely as a data Processor (as defined in the GDPR or equivalent term under any applicable law) on its behalf, all in accordance with the Data Processing Addendum, available at <https://connecteam.com/data-processing-agreement-addendum/>, ("DPA") (while Personal Data we process as a data Controller is detailed in our Privacy Notice); (b) the Customer has and shall maintain throughout the term of these Terms and the DPA all necessary legal bases, rights and/or consents required under applicable law in order to

provide Connecteam Personal Data and allow us provide the Services and process the Personal Data as contemplated by these Terms, the DPA and the Privacy Notice (as applicable); (c) the Customer shall ensure that a record of such legal basis is maintained, as required under applicable law; and (d) the Customer shall not provide Connecteam with any Special Categories of Data (as defined in the GDPR) and/or any data or information subject to special regulatory or statutory protection regimes (including but not limited to data regarding children, financial and/or health data); provided, however, that with respect to health information subject to the Health Insurance Portability and Accountability Act as amended and supplemented (“**HIPAA**”), or any similar legislation in other jurisdiction, such information may be provided to the extent that (i) the applicable Services is made commercially generally available by Connecteam for use with HIPAA data; and (ii) Customer has entered into a Business Associate Agreement with us available upon request).

1.5. The Customer is solely liable and responsible for controlling who becomes a user and what are the settings and privileges for such user. Any action taken by a user of the Customer Account is deemed by us as an authorized action by the Customer, and you shall have no claim towards us in this regard.

1.6. From time to time, we may invite you to try a product or service that has not been made generally available to customers (“**Beta Services**“) at no additional charge (unless otherwise provided). You may accept or decline any such Beta Services in your sole discretion. Beta Services will be clearly designated as beta, limited availability, non-production, evaluation or by a similar description. Beta Services are not considered Services under these Terms, are not supported, and may be subject to additional terms. We may discontinue Beta Services at any time in our sole discretion and may never make such services generally available. Notwithstanding anything to the contrary in these Terms, Connecteam will have no liability for any harm or damage arising out of or in connection with a Beta Service.

1.7. By connecting a third-party service to the Services, as may be permitted through the Services, you (a) represent and warrant that you have all required rights, licenses, permits, and consents to do so, and (b) grant us permission to access and use your information from that service as permitted by that service.

## 2. Customer Account and Personnel Profile Registration

2.1. Customer Account. In order for any Personnel to access the Services, a Customer Account must be created by an Account Owner. An Account Owner may create profiles for other Customer Personnel within the Customer Account (“**Personnel Profiles**”). Personnel Profiles may be designated either as an additional **Account Owner**, as an “**Administrator**” or as an “**Employee**”. Account Owners, Administrators, and Employees are granted different permissions within the Customer Account.

2.2. General. When opening a Customer Account or when creating a Personnel Profile, certain registration information must be provided, such as the names and email addresses of the applicable Personnel. Personnel may choose to add additional optional information to their Personnel Profile, which may assist us in providing improved Services. Personnel Profiles may be created manually, by importing a file with the required information, or by connecting to the Customer’s systems through an API or SFTP. Subject to applicable law, Connecteam reserves the right to refuse to open a Customer Account or a Personnel Profile for any reason, all at its sole discretion.

2.3. Administrator. Account Owners may open Administrator Personnel Profiles. Administrators serve as authorized representatives of the Customer and will have certain permissions that allow them to set-up and manage the Customer’s dedicated App on the Customer’s behalf. Administrators shall be authorized to grant access to the App to Employees and to block Employees from using the App, and to set up Employee permissions within the App. Administrators may view all of the Employees’ information and may access all data uploaded by an Employee to the App. The Administrator may also receive reports based on Employees’ use of the App.

2.4. Employees. Administrators may open Employee Personnel Profiles. Following the creation of a Personnel Profile for an Employee, the Employee will receive a link via email and/or text message (SMS) allowing such an Employee to confirm the Personnel Profile and access the Customer's dedicated App. Alternatively, Employees may be sent a link via email and/or text message (SMS) to allow them to request to join the App. After filling out a request form, the Administrator may approve the request and open a Personnel Profile for the applicable Employee. The Customer hereby represents and warrants that it has the Employee's consent if and as required under applicable law for Connecteam to contact the Employee as set forth in this Section.

2.5. User Verification. We may require you to provide information that may be used to confirm your identity and help ensure the security of your Customer Account and/or profile. In the event that Account Owner or an Admin loses access to a Customer Account or otherwise requests information about such a Customer Account, we reserve the right to request from you, from the Account Owner or an Administrator (as the case may be) any verification and/or information, including in the form of a release, as we deem necessary, before restoring or providing access to or providing information about such Customer Account.

2.6. Unauthorized Access. You will notify us immediately of any unauthorized use of your Customer Account, Personnel Profile, or password. You are fully and solely responsible for the security of your computer system and/or mobile device and all activity on the Customer Account or your Personnel Profile, as applicable, even if such activities were not committed by you. To the fullest extent permitted by law, Connecteam will not be liable for any losses or damage arising from unauthorized use of your Account or Personnel Profile. You agree to indemnify and hold Connecteam harmless for any such unauthorized, improper, or illegal use, including any charges and/or taxes incurred. You may notify us via e-mail to [support@connecteam.com](mailto:support@connecteam.com) in case your Customer Account or Personnel Profile has been compromised and may request that we block access to it, which we will do as soon as reasonably practicable. We do not

police for and cannot guarantee that we will learn of or prevent any inappropriate use of the Services, Platform, or Apps.

### **3. Termination of Personnel Profile**

3.1. You agree that Connecteam may, subject to applicable law, for no reason or for any reason, with or without notice, at its sole discretion, suspend or terminate your Customer Account or Personnel Profile and may remove any Content (as defined below) associated therewith. We may also take any other corrective action we deem appropriate in accordance with applicable law, including termination or suspension of your Customer Account or any Personnel Profile, including, inter alia, for the following reasons: (a) termination, suspension or expiration of the agreement between us and the Customer for any reason; (b) extended periods of inactivity; (c) violation of the letter or spirit of these Terms; (d) fraudulent, harassing or abusive behavior; (e) scheduled maintenance; (f) to address any emergency security concerns; or (g) behavior that is illegal or harmful to other users, third parties, or the business interests of Connecteam. Upon termination, you shall not have any further access to any Content that may be available through the Services. If your Customer Account or Personnel Profile is terminated, you may not rejoin Connecteam without our express permission.

3.2. If you are an Employee or Administrator whose engagement with the Customer is terminated, an Account Owner or an Administrator may either delete or archive your Personal Profile. If your Personal Profile is deleted, any data or Content (including User Content) associated with it will be deleted and may not be recovered. If your Personal Profile is archived, records may be retained at the applicable Account Owner or Administrator's discretion.

3.3. Account Owner may request termination of your Customer Account at any time and for any reason by sending an email to [support@connecteam.com](mailto:support@connecteam.com). Any suspension or termination of your Customer Account or these Terms shall not affect your obligations to Connecteam under these Terms (including but not limited to ownership, indemnification,

representations and warranties made by you and payment obligations), nor will it affect any other terms herein, which by their sense and context are intended to survive such suspension or termination.

#### 4. **Fees and Payment**

4.1. If you subscribed to one of our paid plans, as an Account Owner on behalf of a Customer, you agree that the Customer will pay Connecteam the fees as specified on our website in accordance with the plan for which you have registered (“**Fees**”). We reserve the right to change the Fees at any time, upon notice to Customer if such change may affect Customer’s existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

4.2. Payments are to be made on a monthly or yearly basis, in accordance with the applicable plan, in advance of the applicable month or year. You will be asked to provide customary billing information such as name, billing address, and credit card information either to Connecteam or its third-party payment processor(s). You hereby authorize the collection of such amounts by charging the credit card provided, either directly by Connecteam or indirectly, via a thirdparty online payment processor or by one of the payment methods described in the Services and in accordance with the payment schedule of the applicable plan. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing the use of that third party’s service and that third party’s Personal Data collection practices. Please review such party’s terms and conditions and privacy policy before using such services. Except as expressly provided in these Terms, Fees are non-refundable.

4.3. Where applicable, taxes may also be charged. It is the Customer’s responsibility to determine whether it is required to pay any applicable taxes and to clarify such



information when making a payment. Connecteam does not accept any responsibility for the calculation or collection of any applicable taxes.

4.4. All payments should be made in U.S. dollars unless otherwise agreed. Please note that Connecteam may impose or deduct foreign currency processing costs on or from any payments or Connecteam by Customer in currencies other than U.S. dollars. When converting currency, prices may be rounded up to the nearest whole number.

4.5. Subscriptions can be canceled at any time. No refunds will be granted for any pre-paid amounts, whether a monthly or yearly subscription. Notwithstanding the above, cancellation of a yearly subscription within the first 30 days of the subscription will entitle the Customer to a prorated refund of amounts that were prepaid with respect to the term following such cancellation.

4.6. Free Services as detailed on our website/Platform under the “Small Business Plan” or “Limited” option under any of our hubs (“Free Services”), are provided to you without charge subject to certain usage limits determined solely by us. Usage over these limits requires you the purchase of additional resources or Services. Subject to applicable law, we, in our sole discretion, may modify or terminate your right to access the Free Services or any part thereof with reasonable notice. You hereby agree that Connecteam will not be liable to you or any third party for such termination.

4.7. In the event you pay for the Services through third-party marketplaces (a) you shall also be subject to the terms and conditions set forth by those third parties, and (b) you are solely responsible for managing your payments to us through the third-party marketplace. We will not be liable for your use of those marketplaces or the enforcement of such third parties’ policies.

## 5. **Content**

5.1. Certain types of content may be made available through the Platform, Apps, and/or

Services. “**Content**” means, collectively, all content on or made available on or through the Platform, Apps, and/or Services, including any images, photos, pictures, videos, reports, or recommendations and any modifications or derivatives of the foregoing.

5.2. Content on the Platform and Apps comes from a variety of sources. You understand that Connecteam is not responsible for the accuracy, usefulness, safety, appropriateness of, or infringement of any intellectual property rights of or relating to this Content, including but not limited to the User Content (as defined below) of other users. Although users (including Customers, Account Owners, Administrators, and Employees) must agree to these Terms, it is possible that other users (including unauthorized users) may post or transmit offensive or obscene materials and that you may be involuntarily exposed to such offensive or obscene materials. You hereby waive any legal or equitable rights or remedies you have or may have against us with respect thereto.

5.3. CONNECTEAM DOES NOT ENDORSE ANY CONTENT (INCLUDING BUT NOT LIMITED TO ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT AND/OR USER CONTENT.

## 6. User Content

6.1. Connecteam allows you and other users, whether Account Owners, Employees, or Administrators, to upload certain content including but not limited to logos, images, photos, textual materials, and/or additional materials and Content. All content uploaded by users is referred to as “User Content”.

6.2. You are and shall at all times remain fully and solely responsible for any User Content you upload to the Services and the consequences of posting, publishing, sharing it, or otherwise making it available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You represent and warrant that (a) any User Content you upload: (i) complies

with applicable law; (ii) does not infringe or violate any third-party intellectual property rights, privacy, publicity rights, moral rights, and/or any other rights; and (b) You have all necessary rights and authorities to submit such User Content.

6.3. By providing or sharing User Content through the Service, you agree to allow others to view, edit, and/or share your User Content in accordance with the settings set by You (and, in the case of an Employee, by the Account Owner or Administrator) and these Terms. The User Content may be viewed or shared with others in accordance with your employer settings and the Privacy Notice.

6.4. Anyone receiving or viewing User Content may use information you provided through such User Content for purposes other than those you intended. We are not responsible for the use of any Personal Data that you disclose through the Services by any third party. By making any information available through the Platform or an App you acknowledge that you understand and have agreed to such risks.

6.5. Connecteam has no obligation to accept, display, review, maintain or approve any request to publish or maintain any User Content. Moreover, Connecteam reserves the right to refuse to publicize, remove and/or permanently delete any User Content uploaded by you, without notice and for any reason and at any time.

6.6. Without limiting the foregoing, you agree that you will not transmit, submit or upload any User Content or act in any way that: (a) restricts or inhibits use of the Platform, Apps, and/or Services; (b) violates the legal rights of others, including defaming, abusing, stalking or threatening users; (c) infringes (or results in the infringement of the intellectual property, moral, publicity, privacy, and/or other rights of any third party; (d) is (or you reasonably believe or should reasonably believe to be) stolen, illegal, counterfeit, fraudulent, pirated, unauthorized, or violent, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (e) does not comply with all

applicable laws, rules and regulations; (f) publishes falsehoods or misrepresentations that may damage us or any third party; (g) imposes an unreasonably or disproportionately large load on our infrastructure; or (h) posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (1) material that we determine to be offensive, including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity, (2) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (3) pornography or obscene material, (4) any virus, worm, trojan horse, or other harmful or disruptive component, or (5) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

6.7. Conencteam shall not monitor and/or moderate the User Content and there shall be no claim against us for not doing such. Notwithstanding the above, if notified by a user or a third party that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice; provided, however, that Connecteam reserves the right to treat User Content as content stored at the direction of users for which Connecteam will not exercise editorial control, except when violations are directly brought to Connecteam's attention, and in such cases Connecteam will act in accordance with applicable law.

## **7. Use Restrictions**

7.1. You may not do or attempt to do or facilitate a third party in doing any of the following: (i) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Platform, Apps, or Services without our prior written authorization; (ii) circumvent, disable, or otherwise interfere with security-related features or features that prevent or restrict use or copying of any

Content; (iii) use the Platform, Apps, or Services or content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (iv) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, Apps, or Services, including framing or mirroring any part of the Platform, Apps, or Services; (v) use or access another user's Personnel Profile or password without permission; and/or (vi) use Platform, Apps, or Services or content thereon in any manner not permitted by these Terms or applicable law.

7.2. CONNECTTEAM DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF ANY AND ALL USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE PLATFORM, APPS, OR SERVICES OR OTHERWISE.

## **8. Intellectual Property**

8.1. Connecteam, its affiliates or its licensors, as the case may be, have all rights, title, and interest in the Platform, Apps, Services (including the API) and all Content thereon (excluding User Content), including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein registered and unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Platform, Apps, Content or the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform, Apps, Content or Services, if any. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms shall be construed as granting you any right to use any trademark, service mark, logo, or trade name of Connecteam or any third party. If you provide Connecteam with any feedback regarding the Platform, Apps, Content, and/or Services, Connecteam may use

all such feedback without any consideration to you and without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

8.2. By submitting or posting any User Content, you grant Connecteam and its successors and assignees a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license under any of your intellectual property, moral or privacy rights to use, copy, distribute, transmit, modify, prepare derivative works of, alter, decompile or publicly perform such User Content on, through or in connection with the Services, Platform and Apps in any media format and through any media channels for the purposes of (i) provision of Services, including addressing technical, fraud or security issues and resolving support requests; (ii) investigating when we have a good faith belief, or have received a complaint alleging, that such User Content violates these Terms; (iii) complying with a valid legal subpoena, request, or other lawful process; (iv) as expressly permitted in writing by you, or (v) as otherwise permitted under these Terms.

8.3. The Services and/or the Site may have certain features that allow you to submit User Content, such as comments, information, and other materials publicly (collectively, "Public Materials") and share such Public Materials with the public and/or other users. You are and shall remain fully responsible for any Public Materials you submit. By submitting Public Materials, you grant us a free license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Public Materials for any lawful purpose, including promotion of the Services and/or the Site in any media format and you hereby waive or assign (subject to applicable law) any rights you might have with respect to the public Materials.

## 9. **Copyright**

9.1. The policy of Connecteam is not to infringe upon or violate the intellectual property rights or other rights of any third party, and Connecteam will refuse to use and shall have the right to remove any User Content that infringes the rights of any third party.

Under the Digital Millennium Copyright Act of 1998 (the “DMCA”), or any similar requirement under applicable law, Connecteam will remove any Content (including without limitation any User Content) if properly notified that such material infringes third party rights, and may do so at its sole discretion, without prior notice to users at any time, subject to the provisions below. The policy of Connecteam is to terminate the Customer Accounts or Personnel Profiles of repeat infringers in appropriate circumstances.

9.2. You are in the best position to judge whether User Content is in violation of intellectual property or personal rights of any third-party. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with User Content.

9.3. If you believe that something appearing on the Platform or Apps infringes your copyright, you may send us a notice requesting that it be removed, or access to it blocked. If you believe that such a notice has been wrongly filed against you, the DMCA lets you send us a counter-notice. Notices and counter-notices must meet the DMCA’s requirements. We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be substantial penalties for false claims. Send notices and counter-notices to us by contacting us at [support@connecteam.com](mailto:support@connecteam.com).

## 10. **Disclaimer of Warranty**

10.1. Your use of the Platform, Apps, and Services is at your sole discretion and risk. The Platform, Apps, and Services are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. We do not represent or warrant that the Services will be of good quality or useful for your needs.

10.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM, APPS, AND/OR SERVICES, INCLUDING WITH RESPECT TO ANY (THIRD-PARTY) TOOLS USED TO

DEVELOP AND/OR MAINTAIN THE SAME, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PLATFORM, APPS, AND SERVICES; OR (II) THAT THE PLATFORM, APPS, AND SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE PLATFORM, APPS, AND/OR SERVICES.

10.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

10.4. You acknowledge and agree that Connecteam is not a data retention service. You therefore must create backups of your data, and Connecteam shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.

## 11. **Limitation of Liability**

11.1. In addition to the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Platform, Apps, or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic



congestion on the Internet or on any of the Platform, Apps, or Services or combination thereof, including any injury or damage to you or to any person's mobile device or computer related to or resulting from the Platform, Apps, or Services or the use thereof. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Platform, Apps, or Services, from any content posted on or through the Services, or from the conduct of any users of the Services, whether online or offline. In addition, we assume no responsibility for any incorrect data, including Personal Data and/or User Content provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Connecteam, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

11.2. IN NO EVENT SHALL CONNECTEAM, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ASSIGNEES OR AGENTS BE LIABLE TO YOU, THE CUSTOMER, OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE SERVICES AND/OR CONTENT PROVIDED AS PART OF OR THROUGH THE PLATFORM, APPS, AND/OR THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CONNECTEAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL CONNECTEAM'S MAXIMUM CUMULATIVE LIABILITY TO YOU AND/OR THE CUSTOMER UNDER ANY CAUSE(S) OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED, IN THE AGGREGATE, THE AMOUNT YOU OR THE CUSTOMER (AS APPLICABLE) HAVE PAID US IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM OR SERIES OF CLAIMS. IF YOU HAVE NOT

MADE ANY PAYMENTS TO CONNECTTEAM FOR THE USE OF THE SERVICES, CONNECTTEAM SHALL NOT HAVE ANY LIABILITY TOWARD YOU.

11.3. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN YOU AND US IN CONNECTION WITH THE SERVICES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. BY ENTERING INTO THESE TERMS WE BOTH AGREE THAT THOSE LIMITATIONS AND RISK ALLOCATION ARE COMMERCIALY REASONABLE.

12. **Indemnification.** You agree, on your own behalf or on behalf of the Customer, as applicable, to indemnify, defend, and hold harmless Connecteam, its affiliates and their respective employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs, losses, liabilities, or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer, mobile device, and/or password (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use, attempted use or misuse of the Services, Platform or the App; (c) your violation of any law, regulation, or any of your obligations, representations or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under applicable law.

### 13. **Third-Parties.**

13.1. The Services may provide you with third-party links (including, without limitation, advertisements) to websites, applications, and services ("**Third Party Services**"). The Services may also enable you engage Third Party Services via our marketplace, our integrations offering, or through our API (as describe below). We do not endorse any products or services offered by third parties and make no promises regarding any

content, goods or services provided by such third parties. The use of Third Party Services is at your own risk and we shall not be held liable with respect to any use of Third Party Services, nor shall we have any liability as a result of listing, reviewing, certifying or enabling any Third Party Services, including, without limitation any responsibility for (a) payments processed or submitted through third-party websites and applications; (b) the terms of use and privacy policies of such third parties, and (c) any exchange of User Content or other data between you and any such third party. You hereby acknowledge any use of data, including the User Content by a Third Party Services, is governed by the terms shared between you and the applicable third party; You are solely responsible for any loss, damage or liability whatsoever that may arise out of or in connection with the decision to permit the use of Third Party Services and enabling such third parties to access or use User Content. We urge our users to exercise caution in using third-party websites or applications.

13.2. The Services may contain features designed to integrate with Third Party Services. We cannot guarantee the continued availability of such Service features and may cease providing them without entitling You to any refund, credit, or other compensation. If you choose integrating and/or using the Third Party Services, you acknowledge and agree that you are solely responsible for your compliance with applicable privacy restrictions, laws and regulations, including your any data activities you may conduct or permit third parties to conduct.

#### 14. **API.**

14.1. Customers may access the Services via an Application Program Interface (“**API**”). Such API is considered a part of the Services, and its use is subject to these Terms. You may only access and use our API for Customer’s internal business purposes, to create interoperability and integration between the Services and other products, services or systems Customer uses internally. You represent and warrant you have and shall maintain throughout the term all rights, license and consents required under applicable law of contract for such integration. We reserve the right, at any time at our sole

discretion, to modify or discontinue, temporarily or permanently, your access to the API and you are solely responsible to ensure that your use of the API is compatible with the current version. Use of the API shall only be made in accordance with these Terms and provided further that you shall not (a) modify or create a derivative work of any part of the API; (b) process or permit the processing of the data of any other party unless in connection with the authorized use of the API, or (c) market, sell, license, sublicense, distribute, publish, display, reproduce, assign or otherwise transfer to a third party the API, or any copy thereof, in whole or in part. You acknowledge and agree that (a) you have no rights to any source code for the API, and (b) you shall not cause or permit the disassembly, decompilation or reverse engineering of the API or otherwise attempt to gain access to the source code to the API (or the underlying algorithms, structure or organization of the object code in the API), unless permitted by applicable law. Abuse or excessively frequent requests (determined as such in our sole discretion) to Connecteam via the API may result in the temporary or permanent suspension of your account's access to the API.

## 15. **Confidential Information.**

15.1. Confidential Information means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. To clarify, Confidential Information of each party includes business and marketing plans, code, inventions, technology and technical information, product plans and business processes disclosed by such party. Confidential Information of Connecteam includes the Site, the Services (including Beta Services and the API) and the technology underlying such Services, as well as security procedures and documentation. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is

received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

15.2. The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information; (b) not use, disclose, copy or reproduce any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement (c) limit access to those employees, affiliates, service providers and agents, on a need to know basis, or in connection with a due diligence process that the Receiving Party is undergoing; provided, in all cases that such disclosure is subject to confidentiality obligations at least as restrictive as those contained herein.

15.3. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental authority; provided, however, that to the extent legally permissible, the Receiving Party shall provide written notice of such requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

16. **Referral.** Any user may invite such user's friends, contacts or employees to try out the Service, and may do so in accordance with our referral terms to be published as part of the Services, through the Site, or as proposed to such User through email, SMS text message or the Platform. We may provide you with the option to send invitations via SMS text message. You may not use the Service to send text messages unless you have the consent from the recipient to receive text message communications.

17. **Reference.** Customer acknowledges and accepts that Connecteam has the right to use Customer's name and logo to identify Customer as a customer of Connecteam on the Site, marketing materials or otherwise. Customer may revoke such right, at any time, by contacting [support@connetceam.com](mailto:support@connetceam.com)

**18. Export Controls; Sanctions.** The Services may be subject to Israeli, European Union, United Kingdom U.S. or other applicable export controls, laws and regulations (“**Export Controls**”). Customer is solely responsible for complying with applicable Export Controls and all economic sanctions which may impose additional restrictions or requirements on the use, export, re-export or import of the Services and/or the User Content. You hereby represent that you are not subject to any United States, UK, European or Israeli economic sanctions. Furthermore, you agree to indemnify Connecteam for any damages, liabilities, costs, or expenses incurred as a result of any breach of the foregoing representations. Any breach of this provision may result in immediate termination of your Customer Account or Personal Profile (as the case may be) and may subject you to legal penalties and consequences under the applicable laws.

**19. Notices.** Any required notices pursuant to these Terms may be sent by registered mail, email transmission (to the addresses provided upon registration), and/or provided through the Services, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) day after email transmission or publication through the Services. Notices to us shall be provided to Mobilesson Ltd., attn: Legal, at [legal@connecteam.com](mailto:legal@connecteam.com).

**20. Miscellaneous.** These Terms shall be governed exclusively by the laws of the State of Israel exclusive of its choice of law rules and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in Tel-Aviv Jaffa shall have exclusive jurisdiction to hear any disputes arising hereunder. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys’ fees. Any cause of action against Connecteam must be brought within one (1) year of the date such cause of action arose. If applicable law prohibits such limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable Law.

In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Connecteam or enables you to act on behalf of Connecteam. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

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