

Last modified 7/6/2023

## Customer Terms & Conditions

THIS CUSTOMER TERMS & CONDITIONS (“TERMS“) IS A LEGAL CONTRACT BETWEEN YOU (“YOU” OR “CUSTOMER“) AND POOF! BAD CREDIT LLC. (“COMPANY”) (EACH, AS A “PARTY” AND COLLECTIVELY, AS THE “PARTIES”). BY CLICKING “I AGREE”, “ACCEPT” OR OTHER SIMILAR BUTTON OR BY ACCESSING THE PLATFORM AND/OR USING THE SERVICES SERVICES PROVIDED THEREUNDER, YOU ACCEPT AND AGREE TO BE BOUND BY THE THESE TERMS AS OF THE DATE OF ITS ACCEPTANCE BY YOU (THE “EFFECTIVE DATE“).BY AGREEING TO BE BOUND BY THESE TERMS, YOU ALSO REPRESENT THAT YOU: (I) HAVE THE AUTHORITY TO ACT ON BEHALF OF AND BIND YOUR COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS; (II) ARE BINDING YOUR COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS, IN WHICH CASE THE TERMS “CUSTOMER” AND “YOU” IN THIS PARAGRAPH REFER TO SUCH ENTITY; AND (III) WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OR DO NOT HAVE THE AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF YOUR COMPANY OR OTHER LEGAL ENTITY DO NOT ACCEPT THESE TERMS AND DO NOT ACCESS THE PLATFORM AND/OR USE THE SERVICES.

### Definitions.

“Content” means any text, data, information, video clips, logos, icons, software, links, reports, files, images, graphics, or other content.

“Customer Content” means any data, information and/or other material inputted or uploaded to, or transmitted through, the Platform, by or on behalf of Customer.

“Company Content” means any data (including without limitation databases), information, graphics, reports, templates, formats, and/or other material (excluding Customer Content) appearing on or in, or otherwise provided or made available via, the Platform.

“Intellectual Property Rights” means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to inventions, discoveries, works of authorship, designs, software, technical information, databases, know-how, mask works, methods, technology, and other intellectual property, and includes but is not limited to patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar

rights in confidential information and other non-public information, design rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

“Platform” means Company’s online platform available on Company’s website at <https://www.Poofbadcredit.com> in which Company offers the Services to its Customers.

“Services” means the Company’s services offered to Customer via the Platform, which include online tools and materials in order to assist Customer with the preparation, execution and storage of Customer’s legal documents and related information.

“Subscription Order” shall mean an electronic form published by Company on its website at <https://www.poofbadcredit.com/programs> and agreed to by Customer by clicking and/or execution, as applicable, for the provision of the applicable license granted under these Terms.

Subscription. Subject to these Terms (including without limitation Customer’s payment of all applicable Subscription Fees), Company hereby grants Customer a limited, personal, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to internally access the Platform and use the Services, during the Term (as defined below), solely for Customer’s internal purposes. Customer may only access the Platform and use the Services in accordance with these Terms, the Subscription Order and applicable laws and regulations.

#### Account, Personal Data and Support Services

In order to access the Platform, Customer must set up an online account (“Account”). Customer shall ensure that all information submitted during the registration process is, and will thereafter remain, complete and accurate, and shall updated Company of any change in such information. As between Company and Customer, Customer shall be solely responsible and liable for maintaining the confidentiality and security of its Account credentials, as well as for all activities that occur under or in such Account.

Personal Data (as defined in Company’s privacy policy available at <https://www.poofbadcredit.com/privacypolicy> (“Privacy Policy”)) that may be collected by Company in connection with the foregoing, shall be processed in accordance with the then-current Privacy Policy, which is hereby incorporated into these Terms by reference.

During the Term, Company shall provide support and maintenance services in accordance with the standard service levels provided to its general customers. Customer may submit a written request for technical support by contacting Company at: [Poofbadcredit.com](https://www.Poofbadcredit.com). *We will provide support via email and/or through the platform*

Trial. Company may, at its sole discretion, offer a free trial subscription to the Services, starting on the day the Platform is available for use and ending at the end period

specified in the Subscription Order ("Trial Period"). If no Trial Period is offered in the Subscription Order, no free trial will apply. No fees are due from Customer for use of the Services during the Trial Period.

Prohibited Uses. Except as expressly permitted by these Terms, Customer shall not do (or permit or encourage to be done) any of the following restrictions (in whole or in part): (a) copy, download, email, fax, store, manufacture, "frame" or "mirror" the Platform or Company Content; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute, display or make available the Platform or Company Content to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Platform or Company Content; (d) modify, adapt, translate, or create a derivative work of the Platform or Company Content; (e) decompile, disassemble, decrypt, reverse engineer, or extract or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) or internal composition of, the Platform or Company Content; (f) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Platform or Company Content; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Platform or Company Content; (h) use the Platform or Company Content to develop any service or product that is the same as (or substantially similar to), or otherwise competitive with, the Platform or Company Content; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Platform or Company Content; (j) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Platform or Company Content, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; or (k) use the Platform or Company Content in connection with any internal performance testing or benchmark studies of which the results are designed or likely to be published in any form or media, or otherwise made available to the public, without Company's prior express written approval, or otherwise disclose or publish such results.

Subscription Fees.

The Services are conditioned on Customer's payment in full of the applicable fees. The fees for the Initial Term (as defined below) are as set forth in the Subscription Order. Company reserves the right to update its fees and Company shall update its Customer of such changes via email and/or notification on the Platform prior to such changes. In any event, the updated fees shall apply during the applicable following Renewal Term Unless otherwise specified in the Subscription Order: (i) Customer will pay all amounts due under these Terms in U.S. Dollars; (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder

shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law.

All amounts payable under these Terms are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, except for taxes based upon Company' net income.

Intellectual Property Rights.

Company (and/or its licensors and suppliers, as applicable) is, and shall be, the sole and exclusive owner of all right, title and interest (including without limitation all Intellectual Property Rights) in and to: (a) the Platform; (b) Company Content; (c) Company's Confidential Information; (d) any feedback, suggestions, or ideas for or about the Platform or Company Content (collectively, "Feedback"); (e) any non-Customer-identifying information, data, reporting, suggestions, analyses, and/or intelligence relating to the operation, support, and/or Customer's use, of the Platform and/or Company Content (such as metadata, aggregated data, analytics, security findings or discoveries, etc.) (collectively, "Output"); and (f) any improvements, derivative works, and/or modifications of/to any of the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments and/or waivers necessary or reasonably requested by Company to ensure and/or provide Company (and/or its designee(s)) the ownership rights set forth in this paragraph. As between the Parties, Customer is, and shall be, the sole and exclusive owner of all Customer Content. Customer represents and warrants that: (i) Customer owns or has obtained the consents and rights related to the Customer Content, and Customer has the right to provide Company the license granted herein to use such Customer Content in accordance with these Terms; and (ii) the Customer Content does not infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party. Customer hereby grants Company and its affiliates a worldwide, non-exclusive, right and license, to access and use the Customer Content, for the sole purpose of providing the Services, and for otherwise performing under these Terms.

Third Party Components. The Platform may use or include third party open source software, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms, which can be provided upon request. If there is a conflict between any open source license and these Terms, then the open source license terms shall prevail but solely in connection with the related third party open source software. Company makes no warranty or indemnity hereunder with respect to any third party open source software.

Confidentiality. Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business

of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "Confidential Information"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under these Terms ("Permitted Use"). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least as restrictive as those contained herein; or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

Warranty Disclaimers.

OTHER THAN AS EXPLICITLY STATED IN THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, COMPANY CONTENT, SERVICES, OUTPUT, AS WELL AS ANY OTHER INFORMATION GUIDANCE AND SERVICES PROVIDED OR MADE AVAILABLE BY COMPANY OR ITS AFFILIATES HEREUNDER (COLLECTIVELY, THE "COMPANY MATERIALS") ARE GENERAL INFORMATION, ARE NOT, AND ARE NOT INTENDED TO BE, LEGAL SERVICES, OR LEGAL ADVICE AND MAY NOT BE CORRECT, COMPLETE OR REFLECT CHANGES IN LAW. COMPANY IS NOT A LAWYER NOR A LAW FIRM OR A SUBSTITUTE FOR AN ATTORNEY OR LAW FIRM AND CANNOT PROVIDE ANY ADVICE, EXPLANATION, OPINION, OR RECOMMENDATION ABOUT POSSIBLE LEGAL RIGHTS, REMEDIES, DEFENSES, OPTIONS OR STRATEGIES.

CUSTOMER SHALL NOT RELY ON COMPANY MATERIALS AS LEGAL ADVICE AND SHOULD NOT ACT UPON THE COMPANY MATERIALS, AND/OR EXECUTE ANY COMMERCIAL AGREEMENT WITHOUT CONSULTING WITH A LAWYER SO THAT SAID LAWYER SHALL EVALUATE THE CUSTOMERS NEEDS AND ASSIST CUSTOMER WITH THE DRAFTING OF THE APPLICABLE AGREEMENT.

AVAILABILITY OR USE OF COMPANY MATERIALS IS NOT INTENDED TO CREATE, AND DOES NOT CREATE, ANY ATTORNEY-CLIENT PROFESSIONAL SERVICES RELATIONSHIP, BUSINESS OR PROFESSIONAL RELATIONSHIP. ANY COMMUNICATION BETWEEN CUSTOMER AND COMPANY, INCLUDING CUSTOMERS' PROVISION OF CUSTOMER CONTENT IS NOT AND SHALL NOT BE SUBJECT TO CLIENT-ATTORNEY PRIVILEGE.

COMPANY MATERIALS ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. COMPANY AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS 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. COMPANY WILL NOT BE LIABLE FOR ANY USE, OUTCOMES OF USE, OR RELIANCE ON, COMPANY MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY CONTRACTUAL ENGAGEMENTS OR OTHER ENGAGEMENTS WHICH CUSTOMER MAY ENTER INTO WHILST RELYING ON DETAILS AND INFORMATION INCLUDED IN THE COMPANY MATERIALS.

COMPANY DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, AVAILABILITY, ACCURACY, SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE, INCLUDING, WITHOUT LIMITATION, FOR ANY LEGAL QUESTION, ISSUE, PROBLEM, OR DISPUTE, OR QUALITY OF COMPANY MATERIALS; (B) THAT CUSTOMER'S USE OF COMPANY MATERIALS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; ; OR (C) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. COMPANY WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF CUSTOMER'S USE OF THE COMPANY MATERIALS IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED TO ITS USE OF COMPANY MATERIALS AND ANY OUTCOMES THEREOF.

LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY 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 CUSTOMER USE OF, OR INABILITY TO USE, THE PLATFORM, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF CUSTOMER USE OF, OR INABILITY TO USE, THE PLATFORM, EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY CUSTOMER TO COMPANY FOR USING THE PLATFORM DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THESE TERMS.

Indemnification. Customer agrees to defend, indemnify and hold harmless Company and its affiliates, and our respective officers, directors, employees and agents, 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) Customer's use of, or inability to use, the Platform; and (ii) Customer's violation of these Terms.

Suspension, Term and Termination.

These Terms shall enter into force and effect on the Effective Date and shall remain in full force and effect for the period set forth in the Subscription Order unless earlier terminated as set forth herein (the "Initial Term").

Following such Initial Term, these Terms shall be automatically renewed at the then-applicable subscription fees for successive one (1) year (for annual subscriptions)/month (for monthly subscriptions) terms, unless terminated earlier as set forth herein and/or either Party provides the other Party with at least a sixty (60) (for annual subscriptions)/ten (10) (for monthly subscriptions) days' prior written notice of non-renewal (each a "Renewal Term" and, if relevant, together with the Initial Term, the "Term").

Either Party may terminate these Terms with immediate effect if the other Party materially breaches these Terms and such breach remains uncured fifteen (15) days after having received written notice thereof.

Company may terminate these Terms for any reason subject to a ninety (90) days' prior written notice thereof. In such case, Company shall provide with a refund for any amount pre-paid for the remaining unused period of the Subscription.

If Company reasonably believes that Customer is using the Platform or Services in a manner that may cause harm to Company or any third party then Company may, without derogating from Company's right to terminate

these Terms for any breach hereof, suspend Customer's access to and use of the Platform until such time as Company believes the threat of harm, or actual harm, has passed.

Upon termination or expiration of these Terms: (i) the Subscription shall automatically terminate; (ii) Customer shall discontinue any further use and access thereof; and (iii) Company may delete all Customer Content uploaded on the Platform without affecting any of Company's rights to the Output.

Sections 7, 9-12, 13.5-13.6, and 14 shall survive the termination of these Terms, as shall any provision that is expressly stated to so survive or that ought by its nature to survive.

Miscellaneous. These Terms, including any Subscription Order and exhibits attached or referred hereto, represent the entire agreement between the Parties concerning the subject matter hereof, replace all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. In the event of any inconsistencies between these Terms and the terms of any duly executed Subscription Order, the terms of the Subscription Order shall prevail. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Customer shall not assign its rights or obligations under these Terms without the prior written consent of the Company. Without derogating from and subject to the above mentioned, these Terms will bind and benefit Customer and its respective successors and assigns. These Terms shall be governed by and construed under the laws of the State of Israel, without reference to principles and laws relating to the conflict of laws. The competent courts located in Tel-Aviv, Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to these Terms. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. These Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. These Terms may be executed in electronic counterparts, each of which counterpart, when so executed



and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.