

Terms of Use in the System MUZICWISE

1. General

1. This document sets out the terms of use and conditions of the system **MUZICWISE**, which includes the website MUZICWISE and any website and/ or social media page and/ or other application related to them ("**The System**").
2. The system MUZICWISE offers licenses for the use of musical compositions (including accompanying lyrics) and/ or recordings (all of which are hereinafter "**the music**") for various purposes, and all in accordance with the type of license purchased. It is possible that in the future the system might offer additional services. The usage is subject to the terms of an appropriate license, which will be purchased by the user as well as license fee payment.
3. The system is operated by MUZICWISE 029046521, of Shavei Zion street 107A, Ramat Hasharon (hereinafter: "MUZICWISE").
4. For any question and/ or clarification and/ or inquiry you may contact MUZICWISE via email: info@MUZICWISE.com, or calling the number 03-5251151, or by mail to the address: Shavei Zion 107A, Ramat Hasharon.
5. The Terms of Use constitute a contract between MUZICWISE and you, the user. By accessing the system or making any use of it, you express your consent to these terms.
6. Usage of the system involves your delivery of information to the system. Details concerning the information we collect and the use that we make of it appear in the **Privacy Policy**, which constitutes an integral part of these Terms of Use.
7. MUZICWISE may change or update the Terms of Use at any given time, without noticing the users.
8. Any change or update will be valid upon publication to the system. Therefore, it is advisable to check the Terms of Use regularly for any changes or updates.

2. The Right to Use the System and Music - General

9. Usage of the system is in accordance with these Terms of Use. Whoever uses the system is referred to hereinafter as a "**user**".

10. Usage of parts of the system is in accordance with user registration.
11. A user may examine the music and listen to the samples in the system in order to examine its suitability for his specific use. Usage of the music is permitted only after purchasing an appropriate license and paying the license fees.
12. **MUZICWISE** may offer services in different terms as will be published in the system periodically.
13. All information transmitted by the user for the purpose of registration and/ or receiving an account and/ or a user name and/ or a password (all of which are hereinafter: "an **account**") must be correct and accurate.
14. Rights to use the system and account are personal and non-transferable. They must not be shared with any third party. All account activity is within the responsibility of the user alone. In case of an unauthorized usage of your account, you must notify MUZICWISE immediately. This notification will not impose any liability on MUZICWISE and/ or on its behalf regarding the unauthorized usage, whether made before or after the notification.
15. MUZICWISE may cancel or limit any right of usage, as well as an account, username or password at any time and without any notice or need for explanation.
16. The user undertakes not to make and/ or allow another person to make any use of information regarding other users of the system for the purpose of sending advertising and/ or commercial mail and not to activate and/ or submit to the system and/ or any user any software and/ or other application that might damage the system and/ or third parties or make use of "web crawlers", bots" etc. Nonetheless, legitimate search engines are permitted to scan the system as is customary for the purpose of creating links from the search engine.

3. Acquisition of Licenses

17. The users are offered various types of licenses for use.
18. Music may be used only after the purchase of a license and in accordance with the terms of the license purchased.
19. Payment fees for a specific license as well as signing the license gives the user permission to use this same license for the period set in.
20. Note that the purchase of a license does not exempt the user from carrying reports to broadcasting organizations and/ or other platforms and/ or management corporations, unless otherwise provided in the license.

21. The payment will be carried out using any valid form of payment, or in any other way set forth in the system. The license will take effect only after receiving the payment and its maturity.
22. Payments are collected for MUZICWISE by outside vendors and their execution requires the delivery of sensitive personal information, such as, credit card number and other details. These personal details are delivered to outside vendors and are not transferred to MUZICWISE. That is why you, the user, should read the Terms of Use and Privacy Policy of the outside vendor. MUZICWISE is not liable for any information provided to the contractor.
23. The user undertakes to use the credit card or other payment methods appertaining to him alone. Authorization to debit a credit card or other means of payment provided by the user for purchasing a service will be valid for the debit of a credit card or other means bearing a different number, that will be issued as an alternative to a card or other means delivered by the customer.
24. In any case, the validity of the license is conditional upon full repayment of the license fee.
25. MUZICWISE may change the license fee rates from periodically at its sole discretion.

4. Cancellations

27. In accordance with the Consumer Protection Act- 1981 (in this section-: "**the Law**"), a user who acquired a license has the right to cancel the transaction within 14 days from the date of purchase or the date of which the details of the transaction were sent to him, by law, whichever is later, provided the user has not downloaded the music to his PC yet and/ or began to make use of the music, in accordance with the license. A user who has already downloaded the music and/ or began making use of the music, is not allowed to cancel the transaction.
28. Right of cancellation does not apply to the types of products listed in Article 14 c(d) of the Act, or the regulations promulgated thereunder, or provided by law or in accordance with it, periodically, and is subject to any other restriction set by law or under it.
29. The cancellation shall be made by written notice that will be delivered to - MUZICWISE within the aforementioned dates. The notice must be submitted to the following email address: support@MUZICWISE.com. Upon receiving the cancellation notice within the time specified, MUZICWISE will ensure that the user has by no means, downloaded the music or began making usage of the music, as well as fulfilling the rest of the conditions to cancel the transaction.
30. Upon cancellation of the transaction, according to the terms mentioned above, MUZICWISE will return the payment to the user within 14 days from the cancellation of the transaction. From the purchase price, a cancellation fee of 5% will be deducted and/ or the maximum amount enabled by law, periodically, with accordance to the higher price. If the payment was made through charging the user's credit card, the refund will be made by crediting

the credit card. In case the defrayal entailed payment, MUZICWISE is entitled to notify the user of the cost of clearing and deduct this amount as well. Cancellation of a transaction constitutes the cancellation of a user license. Any unlicensed use will constitute copyright infringement with all that it entails.

5. Intellectual Property and Data Protection

31. Copyright and other intellectual property rights including any trademarks and/ or patents, and/ or designs in this system as well as the contents contained in the system, including music, the selection and arrangement of the materials, the texts, the design of the system, the graphics, the photographs, the illustrations, the logo of the system, the name of the system and the software of the system (excluding rights in "third party products "as is defined hereinafter) and all related materials belong to MUZICWISE and/ or the holders represented by it. All rights to these contents are reserved.

32. It is forbidden to copy, record, store by any means of storage, advertise, post publicly, broadcast, make available to the public, rent, create a derivative work , or distribute ,in any other way, any music and/ or other materials to the site and/ or the system, or to MUZICWISE except in accordance with a valid license.

33. Nonetheless, there is no prohibition to use the music under the terms of the existing license between license copyright management entities and/ or contractors and the user but only within the framework of those conditions. Any use that deviates from the license mentioned, is obligated in the purchase of a license from the owner of the site.

6. Third Party Products

34. Some of the information and other content published in the system, including publications not on the behalf of MUZICWISE, are published by third parties, ("**Third Party Products**"). MUZICWISE is not responsible for this material and/ or its contents.

35. By uploading material to the system, the user certifies that he has all rights including copyright and contractors' as well as other intellectual property rights of the material, and that the material does not violate the rights of a third party and, or any law.

36. The user provides MUZICWISE itself and/ or on its behalf and/ or instead of, the license to copy the material and/ or part of it, to distribute it, edit it, and make any other use of it, including for the purpose of derivative work, in any existing or future media, without limitation of place or time.

37. MUZICWISE can not authenticate and does not ensure the verity of any information and/ or data contained in the third party material and/ or its accuaracy and/ or the advertiser's right

to publish this information or any other content. This information and contents are published in accordance with the advertiser's statement that the information is correct and accurate.

38. The system does not allow, whether as an advertiser, a forum participant or in any other domain, and any other manner, the publication of any material that involves misleading consumers and/ or damaging a reputation, and/ or the privacy of any third party, and/ or incitement to hatred, and/ or racism and/ or the encouragement of violence, including verbal and/ or distasteful and/ or involving the breach of copyright and/ or any other intellectual property rights and/ or any other offense to any third party and/ or violation of any kind.

39. Without diminishing what is aforementioned, the system does not allow the publication of any information offered and/ or published by any person and, or business and/ or product and/ or service without prior written approval by MUZICWISE.

40 . MUZICWISE reserves the right (but is not obligated) to alter and/ or remove any content uploaded to the system and/ or any portion thereof at any time, at the sole discretion of MUZICWISE and without prior notice.

7. Complaints

42. Any person and/ or entity who believes that he and/ or any right of his, including copyright, was offended by any content posted on the system and/ or in any other way related to this system is asked to contact MUZICWISE via the email address that appears on the "Contact Us" page, indicating the exact location of the offensive material by URL, detailing the nature of the offense and mentioning the email address for replying.

43. MUZICWISE will do its best to handle any application as soon as possible, but does not obligate to act in accordance with the applicant's demand. In any case, MUZICWISE will act according to what is required by law.

8. Links

44. The links in this system are in the form of a service to the users. MUZICWISE does not guarantee that the links will in fact direct to the system to which it was intended and does not provide or assume any liability and/ or responsibility and/ or authorization and/ or recommendation regarding any system to which a link was made and/ or in connection with any content contained therein.

45. Creating links to this system is allowed, provided that the link is not carried out of a system engaging in any illegal activity and/ or an immoral one, and that the link or its execution, does not involve the deception of third parties or offending MUZICWISE. 46. MUZICWISE reserves the right to annul and/ or remove by itself and/ or by a representative , any link and/ or reference to

a link that it does not incline, at its absolute discretion and/ or require its removal.

9. Privacy and Sensitive Information

47. MUZICWISE takes measures to protect the safety of the personal information it stores as well as the privacy of the users. Even so, there is no absolute way to guarantee that information provided through the internet or any other network, will not be exposed, involuntarily by MUZICWISE and/ or as a result of malicious or criminal activities by third parties.

48. With the exception of details provided for the purpose of registration to the system, there is no need and/ or requirement for the delivery of sensitive information and the user is required to refrain from publishing to the system and/ or from providing such information.

49. Upon registration to the system and/ or filling in details for the purpose of purchasing a product or a service, you expressly agree that MUZICWISE may send you information, offers and overall promotional mailings [as defined in Amendment no. 40 to the Law of Communications (Bezeq and broadcasts)- 1982], on the behalf of MUZICWISE and/ or its business partners, and this is by any means of communication provided by you, unless you checked the designated box that you are uninterested. At any given time, you may request the removal of your details from the mailing list used by MUZICWISE for this purpose, and that is done by sending a request to info@MUZICWISE.com or in any way provided to you as part of any appeal to you in accordance with this section.

50. Further information concerning the data we collect in connection with the users and the way it is used is published in the **Privacy Policy**.

10. Indemnification

53. The user will compensate and indemnify MUZICWISE for any damage and/ or loss and/ or expense bearded, including legal fees resulting from breach of provisions of these terms and /or any activity and/ or any other omission by the user.

11. Troubleshooting

54. MUZICWISE will do its best to correct flaws in the system as soon as possible. Nonetheless, MUZICWISE will no bear any payment and/ or liability for any damage and/ or loss caused to the user due to a malfunction in the system and/ or any damage caused by the intentional act and/ or negligence by a third party and/ or any other factor beyond its control. In particular, and without diminishing the aforementioned, MUZICWISE shall not bear any liability whatsoever, for the loss of any information stored in the system and does not guarantee that this information will be saved and/ or for the loss of the user's ability to participate in a quiz and/ or operation.

55. MUZICWISE is not obligated to keep a backup of any material stored in the system.

56. Without diminishing the aforementioned, MUZICWISE is entitled to disable the system in an initiated manner, periodically, for the purpose of maintenance and/ or upgrade, and/ or update, as well as delete any material stored in any part of the system, including blogs and/ or forums at its sole discretion.

12. Limitation of Responsibility

58. MUZICWISE will not be held liable for any damage and/ or loss to the user, caused as a result of using the system and/ or incidental use.

59. Without derogating what is stated anywhere else in these Terms of Use, it is agreed that notwithstanding those terms, by law, any kind of warranty applied to MUZICWISE, the warranty shall not exceed the amount of compensation, if any, paid by the user to MUZICWISE on the basis of the services provided that month.

13. Miscellaneous

61. These Terms of Use apply in addition to all terms within the system. In any case of conflict between the Terms of Use and what is stated within the system, matters will be interpreted, to the extent possible, as complimenting each other. As long as an interpretation mentioned is not possible, what is stated in these Terms of Use shall prevail.

62. Everything stated in these Terms of Use in male, also refers to female, and anything stated as singular, also means plural, and vice versa, and all if not evident otherwise in context.

63. MUZICWISE is entitled at any time, to transfer ownership of the system and/ or the right to fully activate it and/ or part of it to any other factor, to copy and/ or to transfer the entire system and/ or part of it to any other address and/ or modify the name of the system and/ or suspend its activity and/ or shut it down completely. In the event of terminating the system, a user who acquired a license will be entitled to a refund of the license fees paid for the unused license period. Subject to the aforementioned, the user and/ or any other factor on his behalf, shall not have any claim and/ or requirement and/ or demand against MUZICWISE.

64. These Terms of Use constitute the whole agreement between the parties. Any agreement and/ or previous understanding is nullified. Any alteration of these Terms of Use will be in writing only. The headlines in these Terms of Use are for convenience purposes only and should not be interpreted accordingly.

65. The law applicable to these Terms of Use is the law of the State of Israel. The competent courts of Tel -Aviv- Jaffa have the sole jurisdiction to discuss and judge any dispute between the parties relating to this agreement and/ or arising from it, no matter where they are located.