

## Terms of Use

These terms of use ("**Terms of Use**") govern your use of Qanta Fintech Ltd. ("**Qanta**", "**we**", "**our**" or "**us**") conversational application ("**Application**").

**By downloading, accessing or using the Application in any way, you agree to be bound by these Terms of Use and by our [Privacy Policy](#). If you do not agree to be bound by any of the terms stipulated herein or in the Privacy Policy, please do not download or use the Application or any part thereof.**

1. **About the Application.** The Application simplifies the process of choosing your mortgage provider and obtaining a mortgage on the terms best suited to your needs, without the usual "leg work" involved in obtaining a mortgage. The Application is provided to you free of charge, although please note that certain third-party lenders which you may access through the Application may have their own charges for the services they provide.
2. **Accounts.** In order to be able to use certain features of the Application, you may be required to create an account by submitting certain identifying information (the "**Account**"). You are solely responsible for maintaining the strict confidentiality of the user name and password created with respect to your Account, and should notify Qanta in writing of any need to deactivate or replace your user identification and/or password due to security concerns. Qanta shall not be liable for any damage related to the theft of your user information and/or password, or arising from your disclosure of the user identification and/or password to any third party. You are required to keep your information submitted with respect to the Account accurate and up to date.
3. **Privacy.** Your privacy is very important to us. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy. Our Privacy Policy is incorporated by reference into these Terms of Use, and by consenting to these Terms of Use you are deemed to consent to the terms of our Privacy Policy.
4. **License.** Subject to these Terms of Use, we grant you a limited, temporary, revocable, non-exclusive, personal, non-sub-licensable, non-transferable, non-assignable license to install and use the Application on a single mobile device, owned or controlled by you, solely for your private, personal and non-commercial use.
5. **Your Representations and Warranties.** By using the Application, you represent and warrant that you have the adequate legal capacity to enter into these Terms of Use, and that you will use the Application only for lawful purposes and in accordance with these Terms of Use. You further represent and warrant that you are of legal age in your jurisdiction in order to enter into a binding contract, that you will not use the Application to violate any law, regulation or ordinance or any right of Qanta or any third party, and that any information that you provide to us or through using the Application will be complete, accurate and current at all times.
6. **Restriction on Use.** The use of the Application by you and/or by anyone else on your behalf is and shall remain solely your responsibility, including with respect to all acts or omissions associated and/or related to such use and/or access. When using the Application you agree not to intentionally, willfully or negligently:
  - a. breach any of the terms stipulated in these Terms of Use or in the Privacy Policy;
  - b. interfere with, damage or impair the functionality of the Application (or servers or networks connected to the Application);
  - c. use the Application in any manner that interferes, or has the potential to interfere, with any other party's use and enjoyment of the Application (or servers or networks connected with the Application);
  - d. manipulate and/or circumvent the operation or functionality of the Application and/or enable features or functionalities of the Application that are otherwise disabled and/or inaccessible;
  - e. use or attempt to use robots, crawlers and similar applications or methods to collect, scrape or compile content from the Application;

- f. breach the security of the Application (or servers or networks connected to the Application) and/or identify any security vulnerabilities therein;
  - g. engage in an activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable laws or third-party contracts, including those governing privacy, cyber activity, intellectual property, defamation, mass email, spam, export control, consumer protection, unfair competition and false advertising; or
  - h. access or use the Application in order to develop or create a competitive or similar product or service.
7. **Third Party Websites.** The Application may feature third party offers or services. Qanta does not warrant that any third-party products or services, including descriptions thereof, or any other content provided by third parties, is accurate, complete, reliable or current. Such third-party information is provided for information purposes only and does not constitute an endorsement by Qanta of any third party products or services, even where Qanta may have been compensated for providing this information and/or for recommending particular products and/or services.
- Furthermore, any and all communications between you and any third party featured through our Application, including without limitation, all transactions conducted in connection with the Application and all legal or other consequences resulting from the above, are strictly between you and the applicable third party. **You confirm and acknowledge that your right to use the Application as set forth in these Terms of Use does not constitute an endorsement, recommendation, or any encouragement by us, to procure the goods or services of any third party featured through the Application, and that any acquisition by you of third-party products or services through the use of the Application is made of your own free will, without duress, and following your diligent review of all available options. Under no circumstances will Qanta be held responsible for any actions or omissions of third parties.** In addition, please note that third party service providers featured through our Application may provide their own privacy policy and terms of use; and we urge you to review them prior to using the products and/or services of such third parties. You recognize that any links to third party products and/or services may be changed and/or removed from the Application at any time, for any reason and without prior notice to you.
- The Application may also include advertisements, promotions, commercial or non-commercial information by or about third parties (the “Ads”). By clicking the Ads you may be transferred to an advertiser’s website or location, or receive other messages, information, offers or other promotional content from the advertiser or other third parties, which are all the sole and exclusive responsibility of the advertiser or respective third party. Any and all communications between you and the advertiser or other third party, including without limitation, all dealings and transactions conducted in connection with the Application and all legal or other consequences resulting from the above, are strictly between you and the respective third party, and we do not authorize, endorse, encourage, or recommend to engage in any manner or procure the goods or service of the respective third party. In any event, the Company is not responsible or liable for any act or omission of any third party in connection with their Ads and/or products, services, offers, or any other acts and/or omissions of such third parties.
8. **Requests to Remove Content.** Any requests to remove copyright infringing content from the Application and/or content which you may deem offensive or illegal, or counter requests to repost content on grounds of mistake or misidentification of the content, must be made to [support@qanta.ai](mailto:support@qanta.ai). We will carefully consider your request and the relevant material and will consider removing any offensive or illegal content.
9. **Changes in the Application.** You grant us your express approval and consent to remotely send and automatically install on your mobile device, without any prior or additional notice, updates, upgrades, code modifications, enhancements, bug fixes, improvements and any other form of code or settings changes and/or any changes in the style, look and feel of the Application, which, *inter alia*, may:
- a. automatically and without additional notice, restore settings and preferences that had originally been set by a previous version of the Application, but were then subsequently

modified by another application; or

- b. change the Application's layout, design, display, behavior or tone of conversation.

We may, at any time and without notice, modify the scope or availability of the Application's related content or services. Such changes by their very nature may cause inconvenience or even malfunctions. **You acknowledge and confirm that we do not assume any responsibility with respect to, or in connection with the introduction of such changes or from any malfunctions or failures that may result therefrom.**

- 10. **Application Availability.** The availability and functionality of the Application depends on various factors, including software, hardware and communication networks that are provided by third parties. These factors are not fault free.

**Qanta does not warrant that the Application will operate without disruption, errors or interruptions, or that it will be accessible, or available at all times or be immune from errors or unauthorized access.**

While we reserve the right to add additional features to the Application, or to provide updates, upgrades or programming fixes, we nevertheless have no obligation to make available to you any subsequent versions of the Application.

- 11. **Termination of Operation.** We may, at any time, at our sole discretion, terminate the operation of the Application, or part thereof, temporarily or permanently. We will, however, make reasonable efforts to provide you with prior notice to this effect. Notwithstanding the foregoing, you approve and acknowledge that Qanta does not assume any responsibility with respect to, or in connection with, the termination of, or any modification to, the Application's operations.

- 12. **Intellectual Property.** All rights, title and interest in and to the Application and its contents, as well as any part thereof, including patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights (whether registered or not), and any goodwill associated therewith, are owned by or licensed to Qanta. The Application contains trade secrets and proprietary information which may be protected, *inter alia*, by pending patent applications, copyright laws or international treaties. Unless expressly permitted in these Terms of Use, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, execute or make available publicly, adapt, commercially use, process, compile, translate, sell, lend, rent, reverse engineer, modify or create derivative works of the Application, or of any part thereof, or any of the content thereon or thereof, either yourself or through (or with the assistance of) a third party. You may not adapt or use otherwise any name, mark or logo that is identical or confusingly similar to Qanta's trademarks, service marks and/or logos. You may not take any action which does or may dilute or tarnish our goodwill and reputation. All rights, including ownership rights, of our partners or other third parties which may be featured on or in connection with the Application are reserved and remain with such third parties; these third parties may enforce their rights against any of our users in their own name.

- 13. **Security.** While no data transmission over the Internet is 100% secure or risk free, Qanta tries to protect your vital security interests by implementing security measures in accordance with the standards applicable in the industry with respect to the types of transactions effected under the Application.

- 14. **DISCLAIMER OF WARRANTY.** SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. THE APPLICATION, AND ANY GOODS OR PRODUCTS PURCHASED THROUGH THE APPLICATION IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. QANTA, ITS SUBSIDIARIES, PARTNERS AND SUB-LICENSORS DISCLAIM TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION, ITS CONTENT, AND CONTRIBUTIONS OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, ADS), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, TIMELY DELIVERY, RELIABILITY, LOSS OF DATA, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR ACCURACY. YOU

AGREE AND ACKNOWLEDGE THAT THE USE OF THE APPLICATION AND ALL THIRD PARTY COMPONENTS WHICH FORM A PART THEREOF ARE ENTIRELY, OR AT THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK. WE EXERCISE NO CONTROL AND DO NOT ENDORSE OR GUARANTEE ANY CONSEQUENCE, RESULT OR ACHIEVEMENT DERIVING FROM USAGE OF THE APPLICATION AND/OR ANY FEATURE THEREOF, AND ANY DATA OR INFORMATION PROVIDED THROUGH THE APPLICATION, OR ANY THIRD-PARTY SERVICES ACQUIRED BY YOU THROUGH USE OF THE APPLICATION, SHALL BE CONSTRUED AS A NON-BINDING AND NON-DEFINITIVE RECOMMENDATION MADE FOR YOUR BENEFIT AND SOLELY AT YOUR DISCRETION AND AT YOUR OWN RISK.

15. **LIMITATION OF LIABILITY.** QANTA, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, CONSULTANTS, AGENTS AND PARTNERS (COLLECTIVELY, THE “PERSONS”) SHALL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, NEGLIGENCE, OR ANY OTHER DAMAGE AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE APPLICATION, THIRD PARTY CONTRIBUTIONS, OR ANY PRODUCTS OR SERVICES PURCHASED IN CONNECTION WITH THE APPLICATION, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OR AVAILABILITY OF THE APPLICATION, CONTRIBUTIONS OF THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, ANY ADS) OR ANY PRODUCTS OR SERVICES PURCHASED IN CONNECTION WITH THE APPLICATION, OR FROM ANY FAULT, OR ERROR MADE BY THE INVOLVED PERSONS’ STAFF OR ANYONE ACTING ON THEIR BEHALF, OR FROM YOUR RELIANCE ON CONTENT OR CONTRIBUTIONS OF THIRD PARTIES AVAILABLE ON OR THROUGH THE APPLICATION, OR FROM ANY COMMUNICATIONS, INTERACTIONS, DEALINGS OR ENGAGEMENTS MADE OR ATTEMPTED TO BE MADE THROUGH THE APPLICATION, WHETHER OR NOT THE PERSONS WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY EVENT, YOUR SOLE REMEDY SHALL BE TO UNINSTALL AND CEASE ANY USE OF THE APPLICATION.

16. **Open Source Licenses.** Portions of the Application may include software that we license from third parties (“Third Party Software”), which may include open source software or related components (“Open Source Components”). Third Party Software is subject to the terms and conditions imposed by the licensors of such Third Party Software (“Third Party Terms”). You acknowledge and agree that your use of Third Party Software is subject to and governed by the related Third Party Terms. To the extent of any conflict between any Third Party Terms and the terms of this Terms of Use, the Third Party Terms shall prevail in connection with the related Third Party Software. Notwithstanding anything to the contrary herein, we do not make any warranty with respect to Third Party Software. Please review the applicable Open Source Licenses, as listed in the URL below, to understand your rights.

Currently we use the Open Source Licenses listed here: NodeJS, MongoDB, ExpressJS, Angular ,D3, Please note that this list may be updated from time to time.

17. **Indemnification.** To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, the Persons and anyone acting on their behalf, at your own cost and expense and immediately after receiving a written notice thereof, from and against any damages, losses, costs and expenses, including attorney’s fees and legal expenses, resulting from any plea, claim, or demand, arising from, or in connection with your use of the Application or any products or services purchased through or in connection with the Application, your breach of the Terms of Use, or your violation or infringement of third parties' rights.

18. **Term and Termination.** You may terminate these Terms of Use at any time, by uninstalling the Application from all mobile devices in your possession or control. We have the right to terminate these Terms of Use and your license to use the Application, at any time by issuing you a notice of such termination or in any other manner contemplated by these Terms of Use. Upon termination, you must discontinue any use of the Application and uninstall the Application from all mobile devices in your possession or control.

Moreover, we retain the right to suspend, temporarily or permanently prohibit you from using the Application if we determine, in our own discretion, that you have breached these Terms of Use

and/or our Privacy Policy, abused your rights to use the Application and/or performed any act which is harmful or is likely to be harmful to Qanta or to any other relevant third party.

19. **Survival.** The following sections shall survive the termination or expiration of these Terms of Use: Privacy, Intellectual Property, Disclaimer of Warranty, Limitation of Liability, Indemnification, Survival, Governing Law and Jurisdiction, General and Contact Us.
20. **Governing Law and Jurisdiction.** These Terms of Use and your use of the Application will be governed by and interpreted in accordance with the laws of the States of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than Israel. The courts located in Tel-Aviv, Israel shall have sole and exclusive jurisdiction over any dispute arising in connection with these Terms of Use. You and Qanta hereby expressly consent to the personal jurisdiction of Tel-Aviv's courts in Israel, and expressly waive any right to object to such personal jurisdiction or the convenience of such forum. **You agree that any cause of action related to or arising out of your relationship with Qanta must be disputed within one year after the cause of action occurs. Otherwise, such cause of action shall be permanently barred.**
21. **General.** These Terms of Use constitute the entire agreement between you and Qanta with respect to the subject matter hereof and may only be modified by Qanta. Failure on our part to demand performance of any provision in these Terms of Use shall not constitute a waiver of any of our rights hereunder. We may assign or delegate these Terms of Use in whole or in part, to any person or entity at any time without your consent. You may not assign or transfer your rights and obligations under these Terms of Use. Any attempted or actual assignment thereof by you will be null and void. The section headings are for convenience only and shall not be considered in the interpretation or construing hereof. If any provision of these Terms of Use are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then such invalid or unenforceable provision shall be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Terms of Use shall continue to remain in full force and effect.
22. **Contact Us.** At any time, you may contact us with any questions, claims or complaints that you may have with respect to the Application, at: Qanta Fintech Ltd., 8 Sapir Pinchas St., Nes Ziona 7403631, Israel, Email: support@qanta.ai.  
  
Communications made through the email above and messaging system will not constitute legal notice to Qanta, or any of its officers, employees, agents or representatives in any situation where notice to Qanta is required by contract or any law or regulation.  
  
For contractual purposes, you: (a) consent to receive communications from Qanta in an electronic form *via* the email address you may have submitted through the Application; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that Qanta provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect any of your rights which may not be waived by law.
23. **Changes to the Terms.** Qanta may, from time to time, change or modify these Terms of Use. Changes will take effect automatically, and will be posted on the Application's Settings menu. While we will do our best to notify you of any significant changes, we nevertheless encourage you to revisit these Terms of Use periodically. Your continued use of the Application after the amendments to these Terms of Use have entered into effect will constitute your acceptance thereof.

**Last updated:** 14 of December, 2016