

Terms of Use and Privacy Policy By-Laws

Last updated on 15th January 2023

****These by-laws are written in the masculine form strictly for the sake of convenience, however, their provisions equally relate to both genders****

Welcome to Ecobill!

The following Terms of Use and Privacy Policy (collectively hereinafter – “**the By-Laws**”) are applicable to every surfer and/or user of the various digital services (hereinafter “**the Surfer**” or “**the User**”) offered on the Website and/or the application and/or through them, jointly or severally (collectively hereinafter, “**the Website**”), operated and managed by Ecobill Ltd. (hereinafter “**the Company**”), inter alia, for the purpose of providing the service to corporations and/or authorities and/or other service providers, if any, from time to time (collectively hereinafter “**the Corporations**”).

Part A—The Terms of Use By-Laws

Preamble and Definitions

1. Within the framework of the Terms of Use By-Laws, the following terms shall bear the meaning that appears opposite of them:
2. “**You**” or “**User**” — means any surfer who uses the Website using a computer and/or any other end device, including a cellular device or other cellular communication and/or any other mobile device.
3. “**Material**”—information of any sort found on the Website, including (but without limitation) texts, verbal, visual content, maps, design, website display, graphical language, video clips, materials, data, pictures, photographs, illustrations, audio files, graphic files, files of other types, links, and any other information that appears or is displayed on the Website, and all, whether uploaded to the Website by the Company and/or a third party and/or the User himself. Materials uploaded to the Website by the Users shall be referred to as “**the User’s Materials**”.

4. **“The Use of the Website”**—means any surfing and/or entry and/or viewing and/or logging on to the Website by a User, as defined above, for any purpose whatsoever, including in order to use the services offered on it.
5. **“Service”** or **“Services”**—the services offered by the Website, namely, an online platform for the managing and receiving bills, effecting payments, and keeping track of the User’s Monthly Bills (as hereinafter defined), which is an alternative for receiving the Monthly Bills and other notices from the Service Providers via regular post.
6. **“Service Providers”**—the authorities and corporations that provide various services to the User and/or the User’s household, for instance, communication companies, authorities, water corporations, the electricity company gas companies, etc. It is clarified that this list is not a closed list and/or status, and that it may change and be updated from time to time, even if it is not expressly noted.
7. **“The Monthly Bills”**—the current monthly bills (including, reminders, debts, fines, interests, etc.) which the User receives from the Service Providers with respect to the services that were or shall be provided to him by them.
8. **“Payment Plans”** - the payment plans offered by the Company are as follows:
 1. **“Freemium Click” Plan**: according to this plan, users receive a notification as soon as a bill is received, as well as one payment reminder only, including a payment link. The link will lead to the billing page, which contains two buttons, namely *“Traditional Payment”* and *“Click to Pay”*:
 - a. *“Traditional Payment”* - this option will direct the User directly to the Website of the relevant provider, where they will be required to fill several details in order to make the payment, according to the provider’s requirements and subject to its terms - this service is provided free of charge. Please note that when pressing the *“Traditional Payment”* button you will be redirected to an external website, the use of which shall be at your own risk and subject to the terms of the site to which you will be so directed.
 - b. *“Click to Pay”* - users using this option may choose to pay a specific bill each time by clicking the *“Click to Pay”* button, without being re-directed to the provider’s website required to enter any details. This plan includes a service and clearing fee as

a percentage of the sum of the bill paid by "clicking", which will be charged via the Website. It does not include the insights, analysis and other services provided as part of the "Silver" and "Gold" plans.

2. **"Silver" Plan:** users opting for this plan will receive part of the services offered by the Company, as specified below, including payment reminders, alert on irregular bills, analyses and insights regarding their personal bills, as well as a bill sharing service. This plan includes a fixed monthly charge of **1.99 USD** for not including an extra service and clearing fee per payment using "Click to Pay" button., By clicking the "Click to Pay" button an extra service and clearing fee per payment will be charged as a percentage of the sum of the bill paid , as stated in paragraph 1.b. above.
3. **"Gold" Plan:** users opting for this plan will receive all the services currently offered by the Company and specified herein, including payment reminders, alert on irregular bills, paying bills at a click, analyses and insights regarding personal bills, notification of plan termination, alert on unpaid bills (including under apartment rental and parental supervision plans). This plan includes a fixed monthly charge of **9.99 USD**.
9. **Fines and debts** - apart from and in addition to the above said, the Company will charge a fee of 5 USD for payments of fines and debts of any kind, regardless of the chosen payment plan, through the Website.
10. The company may, from time to time, offer benefits, such as free trial periods or other benefits, at its discretion.
11. **Attention! In any case, the charges applicable to transactions\Plans are those that appear in the Website\Application**

Application and Your Consent to the Terms and Conditions of the By-Laws

12. The Use of the Website, the contents it comprises, and the various Services available through it or offered by it, confirm your consent to the provisions and terms of these By-Laws, including the detailed in the Consent Form that appears in Part B of these By-Laws, which allows the Company to act in conjunction with the Service Providers and to transfer information from and to them, and with the terms of the Privacy Policy provided in Part B of these By-Laws, and your

undertaking to act pursuant to them. **Therefore, you are kindly requested to carefully read the terms herein, including the Privacy Policy.**

13. If You are unwilling to accept and/or confirm the terms of the hereinafter By-Laws, in whole or in part, You must immediately cease the Use of the Website.
14. **The Company reserves the right to amend, remove and/or add to the terms of these By-Laws at any time and without any obligation to give prior or retroactive notice. Your Use of the Website subsequently to the execution of any additions and/or amendments constitutes your consent to such amendments, and therefore, we recommend that You revisit these By-Laws from time to time.** If you disagree with certain amendments, please refrain from continuing the Use of the Website. The binding and governing version of the By-Laws at any time is the updated version of the By-Laws published on the Website.
15. The terms of these By-Laws are not intended to replace the terms, terms of use or privacy policies of any other website or page which may be hyperlinked or available through this Website. The surfing and usage of any such other website are subject to the specific terms of such website, in addition to and regardless of the terms of these By-Laws, and it is therefore recommended to review them separately.
16. The specified terms apply to any Use of the Website, including the consumption and/or effecting of payments through it and/or using it and/or using the clearing of payments by a third-party company, viewing and/or accessing the contents included on it and the Services offered on it, whether through a home computer, laptop, cellular device, tablet and/or any computer and/or another communications device, through which access to the Website is enabled, using any form and through any suitable operation system. In addition, these terms apply to the Use of the Website using any other network and/or means of communication and/or connection.
17. The Company may act by way of suspension, blocking and/or taking any action (legal or other) against any User, whether he violates the Terms of Use or puts himself and/or the Company and/or a third party at risk, and/or for any other reason it sees fit—and this, at its sole discretion, and without the User having any claim, right and/or demand in that regard.

Third Party Links and Ancillary Terms

18. The terms of these By-Laws do not replace the terms, terms of use or privacy policies of any other website, application or page, which may be hyperlinked or available through this Website (hereinafter “**Hyperlinked Websites**”). If You choose to surf or use external websites, through the Website or following a click on a hyperlink from it, then the use of them shall be subject to their specific terms, in addition to the terms of this document, and it is therefore recommended to review them separately.
19. Links to external or other websites, which may be displayed on this Website - including by pressing the “Traditional Payment” button or any other reference, are displayed for your convenience only, and pressing them shall be under your sole responsibility. Any reliance on hyperlinked websites or on their content, their usage or the providing of details through them, is strictly under your responsibility and pursuant to the terms of use, by-laws and privacy policies of those websites, severally and independently of these By-Laws. Moreover, the Company reserves the right to remove from the Websites hyperlinks that appear on it at any time, or to avoid adding new hyperlinks, and all at its sole discretion.

Limitation of Liability Regarding the Website Content and the Website Availability

20. The Company puts in a lot of efforts in order to provide You with a quality and safe using experience on the Website. Nevertheless, the Website is not immune to malfunctions and/or problems, and You may, from time to time, not have access to the Website.
21. The Website, the Services and the contents available and/or that may be available through the Website, and everything included on it, are made accessible to you as they are and without any undertaking for their availability (‘As-Is’ and ‘As Available’).
22. The Company’s sole liability is limited to providing the User with the opportunity to view, follow, manage and pay the Monthly Bills, which are received by the Company online.
23. You are aware that the Company does not check the Monthly Bills received by it. In accordance, the Company is not and shall not be, directly or indirectly,

explicitly or implicitly, responsible for the availability, truthfulness, reliability and/or level of accuracy of the Website's contents or displayed Services, which are provided or offered through it, especially if it is third-party contents and/or content presented on behalf of external corporations and/or authorities and/or any other body. Any reliance on your part on the content displayed on the Website or through it are under your full responsibility.

24. The Company is not responsible for inaccuracies and/or errors that occur with respect to the content and/or in respect of the Services offered through it and/or the data displayed using them. The Company hereby clarifies that the content included on the Website is for strictly general and informative purposes and for your convenience only, and does not constitute a recommendation and/or opinion regarding it. Any reliance on declarations, expressions of opinion, advice or any other content displayed on the Website is done at your discretion and under your sole responsibility. You must perform all of the assessments and checks regarding a service or payment or other datum displayed with regard to the Services, and you waive, and shall be prevented from raising any claims of reliance of any sort against the Company.
25. You will be charged the applicable monthly fess according to the payment plan which you have chosen. The User may, insofar as this is consistent with the payment plan selected by the User, to cancel any standing order for the collection of monthly payments (for example, a standing payment order as defined above), in accordance with the relevant laws and provisions, including the Debit Cards Law, 5786-1986 (hereinafter "**the Debit Cards Law**"), Banking Rules (Customer Service) (Transfer of Customer's Financial Activity between Banks), 5780-2019, the Banking Law (Customer Service), 5741-1981 and the Good Banking Practices provisions. It is hereby made clear to the User, that the Company shall not be responsible to the performance of the requested standing order for the monthly payments, which will be the responsibility of the issuer, as defined in the Debit Cards Law, and/or the banking corporation as defined in the Banking (Licensing), 5741-1981, according to the billing method used for making the monthly payments. The Company shall not be liable for any damage and/or delay in the collection of monthly payments due the non-cancellation of the standing order by the issuer and/or the banking corporation and/or the User and/or another.

26. It is hereby clarified that the commission rate, service plan prices and other prices may be changed from time to time at the Company's sole discretion, and in any case the applicable price shall be that which is displayed on the payment screen on the Website.
27. You may use the Website, the Services provided through it and the content available on it for private and personal and non-commercial purposes only. The content of the Website shall not serve as basis for making financial, legal, personal and/or other decisions on your part, and any action performed by You based on the content on the Website is strictly under your responsibility and at your sole discretion.
28. Any content and/or data and/or information displayed on the Website with regard to the Services and/or Corporations, which originates in third parties external to the Company, including sums, assessments or offers, measures, calculations, results, specifications, instructions and other data on behalf of third-party data or based thereupon, are provided by such third party and the Company shall be liable for them in anyway whatsoever.
29. The Company shall not be responsible for any damage that is and/or may be caused to You and/or any third party, directly or indirectly, from the Use of the Website, including damage caused due to the use of software applications and/or files and/or content downloaded directly from the Website and/or operated through it as a result of the Use of the Website.
30. For the avoidance of doubt, a disruption and/or malfunction and/or failure in the input process of the User's details on the Website or through it, including a disruption in the registration to the Website or to an ancillary service through it and/or in the input process of the payment or means of payment, shall not constitute grounds for any claim and/or demand on the part of the Website User.
31. The Company may allow or limit or prohibit the User's access to the Website at any time at its sole discretion and it reserves the sole right to modify or terminate the operation of the Website, in whole or in part, at any time and without notice, if required under the right circumstances, and without the User having any claim, right and/or demand in that respect. Nothing in this Clause derogates from the provided in Clause 14 above.

Termination of Services

32. You may opt out of the Silver and Gold plans paid through standing orders using the following means only:
 - a. filling out a cancellation form and sending it via e-mail to the address specified under “Contact Us” below.
 - b. sending an e-mail to the following address: support@eco-bill.com.
33. Please note that you must send us a notice regarding the termination of the service until the 3rd (third) day of the month in order to have the service terminated the following month. If such notice is given after the 3rd (third) day of the month, the service will be terminated at the end of the month following the month on which such notice was given.
34. The cancellation of the authorization for collecting payments for the Silver and Gold plans and/or any other standing order for payments made to the Company shall come into force only after 3 days following the receipt of such notice, and 6 days if the notice was sent via registered mail to 23 Ha'Taas Street, Kfar-Saba.
35. The cancellation of the authorization will not apply to charges made prior to the entry into force of such notice.
36. Upon the termination of the service, You will be required to settle the payment of all outstanding amounts resulting from the termination and/or cancellation of the service, according to a calculation performed by the Company.
37. The service may be cancelled within 14 days after ordering the service and/or plan. You acknowledge that for the cancellation of the service, You will be charged the lowest of 5% of the amount of the transaction of NIS 100 (on a pro rata basis, according to the plan which You have chosen).

Use of the Website

38. This Website is an online platform that enables the User, and makes the Services, as defined above, accessible to him. In order to use the Website, the User is required to register to it, and whilst doing so, to provide several identifying details and to also grant the Company his explicit consent to contact and receive the Monthly Bills relevant to him.
39. **Please read the Privacy Policy provided in a separate part of these By-Laws carefully and thoroughly.**
40. In the framework of the registration, the User may be required to provide several identifying details about himself, which constitute and/or may constitute personal

information, such as the full name, various contact details (including, an email address), identity number, client and/or account number at the various organizations, etc. The mandatory fields shall be marked explicitly.

- 41. As part of the provided Service, upon your request to receive the Services, including the Monthly Bills, via the Website and/or email—You will stop receiving them by regular post. The responsibility to ensure the receipt of all Monthly Bills and/or other notifications is solely yours, and no claim and/or complaint and/or demand in that respect shall be made.**
- 42. Apart from the aforesaid - please note that it is recommended to make the payment at least 3 business days before the last date for payment. The Company is not and shall not be liable for any delay or failure to register the payment in a timely manner, whether due to late entry or failure in registering a payment (timely or at all) due to any malfunction or failure of the service provider's payment interface.**
43. The User is aware that some of the details are mandatory for the purpose of operating and fulfilling the Services provided on the Website, and that therefore, without providing them, the User cannot complete the registration process and consume the offered Services.
44. Attention! During and/or following the registration, You will receive a personal login code and a username. These details are personal and shall not be transferred in any manner. The responsibility to maintain their confidentiality is strictly yours.
45. Any login to the Website done using your username and/or personal login code and/or any of them and/or both of them together, shall be deemed as a login performed by You, and You release the Company and anyone on its behalf from any liability or responsibility for any unauthorized use done using your username or password (including a violation of privacy and/or any other damage caused to You or your property, as stated).
46. The Company allows You to use the Website in accordance with the Terms of Use, for legal purposes only, the right to use the Website is personal and non-transferable.
47. The Company may condition the login and/or use of the Website, in whole or in part, upon the registration and/or upon a payment, at any given time (including, and without derogating from any other option, following the registration), and without the User having any claim, right and/or demand in that regard.

Prohibited Uses and Limitation on the Use of the Website

48. Each and every User of the Website is strictly prohibited from executing any unauthorized and/or illegal and/or immoral and/or unreasonable use of the Website with respect to the purpose for which the Website is intended.
49. It is prohibited to perform any action that shall cause and/or impose an unreasonable or disproportionately large load on the Website and/or the related infrastructure and/or perform any act that may impair the Website, its operation, the contents and the manner of its display.
50. You may not perform the following actions and/or deeds without receiving the Company's explicit prior written consent:
 1. Execute any commercial use of the Website and/or its content and/or use them in order to create a database and/or collection;
 2. Copy, reproduce, modify, process, translate, reverse engineer, distribute, transmit, display, perform, replicate, publish and store the Website's content, in whole or in part;
 3. Operate or enable the operation of any computer application or that of any other device, including software classified as robots, crawlers, etc., in order to search, scan, copy or automatically retrieve the Website's content, including for the purpose of creating a database, whether by methodical (manual and/or automatic) downloading and storing of the Website's content (in whole and/or in part), inter alia, but without limitation, using automatic means and technologies for scanning information, data mining and/or automatic retrieval or the gathering of information from the Website (crawlers, automated data mining tools, etc.).
 4. Display content taken from the Website within a manifest or hidden frame (iframe), or display the Website's content in any manner whatsoever, which alters their original design on the Website and/or omits anything;
 5. Disrupt or violate any right of any other User on the Website, and/or violate the dignity or privacy of another User and/or cause any other harm.
 6. Use the Website and/or the Website's content in order to damage the reputation of any person and/or publish hate speech, fraud, deceit,

defamation and/or any other information that is false, unreliable or that may cause malicious damage of any sort.

51. It is prohibited to use the Website or any part thereof in a manner that causes and/or may cause any sort of damage to the Company and/or anyone on its behalf and/or any of the Users. Inclusive of, and without derogating from the aforesaid, the prohibition on bypassing the means taken by the Company to protect the User's privacy;
52. It is prohibited to forge and/or impersonate any person and/or any other entity who is not a User or use the details of another User. It shall be emphasized that in light of the financial nature of the Website, even the use with "the permission" of another User and in the name of another User is subject to the Company's written consent;
53. The User undertakes that the information that shall be and/or has been provided by him and the content that shall be and/or has been uploaded by him are authentic, correct, and nothing in them creates any deception of any sort, toward the Company or a third party.
54. You are aware that if any of the conditions stipulated in the Terms of Use are violated, the Company will be able to block your access to the Website and/or limit your use and/or ban You from doing any action with regard to the Website, and it shall be subject to its sole discretion. Nothing in the stated derogates from the Company's rights to take any legal steps against You in the aforesaid events.
55. The failure to comply with of the limitations set forth herein may lead to the prevention of your access to the Website and may even expose You to civil and/or criminal liability pursuant to any law.

Information Security

56. In order to log in to the Website, You will receive a verification code and/or other personal identifying detail. You must maintain their confidentiality, and You are aware that you are strictly prohibited from revealing and/or transferring your verification code and/or any other identifying detail which serves You to log in to the Website.

57. The Website's management takes actions to secure the Website, including the information displayed on it, accessible or provided by it, using all the reasonable and advanced security means, including the information entered into the Website's system by the Website's User.
58. Moreover, the Company takes reasonable measures to protect the Website and the software components related to its operation, and makes sure to update them regularly, inter alia to protect the Website and its contents from any unauthorized invasions, hacks or wiretaps.
59. The Company does everything in its power to protect the confidentiality of the data provided by the Website's Users and its clients, this, while taking the customary precautions and using advanced security technologies.
60. However, the Company cannot guarantee hermetic or absolute security, nor can it guarantee that no illegal intrusion into the Website's systems without its consent, which shall lead to the exposure of the information to foreign and/or unauthorized agents and/or the loss of the information, shall occur. Therefore, it is hereby clarified that the Company shall not be responsible and shall not bear any liability in the case of an intrusion or hacking and/or any damage caused due to the Use of the Website and/or the content displayed on it and/or the ancillary services, by the Website's User or anyone on his behalf.
61. You are aware that the Company has no way and/or responsibility with respect to the use of your cellphone number in order to register and log in to the Website, specifically, it has no way of knowing if your cellphone number was used by You or by a third party. Therefore, any login using a User's cellphone number and/or a cellphone number which was declared to belong to the User, shall be deemed, for all intents and purposes, to have been performed by the User himself. The User releases the Company from any liability or responsibility of any sort whatsoever with respect to the use of the cellphone number and/or the verification code and/or any other identifying detail and the consequences of their use, including claims for a violation of privacy and/or unauthorized use (including the uploading of information in the User's name) and/or any other harm and/or damage caused to the User and/or anyone on his behalf.

With respect to the subject of the use and clearing of credit cards from or through the Website, it shall be clarified that this is done in an encrypted and secured manner, using an external credit card processing company employing innovative encrypting methods and encrypting mechanisms that comply with international standards and according to the guidelines of the relevant credit companies (hereinafter “**the Clearing**”). You acknowledge that the Group shall not be liable for any damage and/or loss, whether direct or indirect, of any kind whatsoever, caused as a result of the Clearing.

INTELLECTUAL PROPERTY

62. Unless expressly noted or marked otherwise, the Company is the lawful owner or licensed holder of all the intellectual property rights on the Website and the content found on it or directly accessible through it, including, the design, source code and binary code, commercial logos, terms, trade secrets, trademarks and service marks, copyrights, reputation, market data, moral rights, technical information and any other equivalent or derivative right of each of the aforesaid (whether written or not). The use of any of these without the Company’s explicit prior written consent is prohibited, and shall constitute the violation of the rights of the Company and/or of other additional parties by You.
63. It is prohibited to use, copy, replicate, reproduce, process, reverse engineer, create derivative works, create anything using the Website and/or the content from the Website, to distribute, display or publish any content from the Website or use it in any manner for commercial or private needs, by You or any other on your behalf, without the Company’s explicit prior written consent.
64. Any unauthorized use of the material on the Website may constitute a violation of copyright laws, trademark laws and other laws, and shall result in the automatic termination of your authorization to use the Website. In this case, You shall be obligated to immediately destroy all of the information downloaded from or printed off the Website and/or which is related to the Website and saved by You in any manner.
65. You are not permitted to create frames and/or iframes for the Website and/or use meta-tags and/or other hidden texts while using the property and/or name of the Company or its trademarks without its prior written consent and subject to the

terms detailed in the approval. It is clarified that the granting of such approval is subject to its sole discretion.

Part B—Consent to Action and the Transferring of Information to and in Conjunction with the Various Authorities and Bodies

66. A Consent Form for Ecobill Ltd.

The User hereby confirms and expresses his explicit consent for the execution of any action in his name and power required for the receipt of the relevant bills and documents registered in his name, the information concerning him, and also for transferring the payments pertaining to him, by Ecobill Ltd., company registration no. 515237485 (hereinafter: **Ecobill**) by anyone on its behalf.

Part C—Privacy Policy

General

As you use the Website, the Company collects information about You and/or the manner in which You use the Website. At the same time, the Company respects your privacy and is committed to protecting it as much as it can, therefore, **please read this Privacy Policy, which constitutes an integral part of the Website's Terms of Use By-Laws, carefully prior to using the Website.**

You acknowledge that the Website does not collect identified personal information about You, unless in cases where You provide this information on your own accord when filling out an online form on the Website, performing the registration to the personal zone or to any service or list in the process of contacting us and so forth.

Registration, Transferring and Saving Information

67. It is possible that some, and even all, of the Services on the Website require and/or shall require registration. As part of the registration process, You will be required to provide personal information such as your name, address, contact details and/or your email address, and if applicable, additional details for the purpose of identification and the operation of the Service, such as Your identity number, customer account number, service plan, the use thereof and other related details. The mandatory fields that must be filled in order to use the offered Services shall be marked explicitly.

Furthermore, in order to provide You with the offered Services, we will be required to act in your name in conjunction with the Service Providers; for this purpose, we will ask them to provide us with the accounts and documents relevant with respect to You, and we may also require further details with regard to the Service—the details of the aforesaid are specified in the specific Consent Clause found in Part B of these By-Laws. It is clarified that without providing the data required in the mandatory fields, You will not be able to register to the zones and/or Services that necessitate registration and/or, as a result, You will not be able to perform the required actions through the Website (hereinafter: “**the Registration**”).

68. When using the Website, whether it is the Internet website or the application, it may be possible that certain Services shall compel the use of a text messaging system (SMS) and/or the sending of emails and/or the sending of internal alerts or messages, for the purpose of streamlining the relationship with You, managing and improving it, for the operation, verification, identification, or any other action required for the proper operation of the required Service through your device. For this purpose, your consent is required, and by your continued use You effectively grant your consent to use a text messaging system in order to send You such personal messages or alerts according to need.

69. The Company has registered databases where all of your details shall be legally stored and secured (“**the Databases**”), and which may be updated from time to time. The Company may use the information collected about You on the Databases for its registered purposes, and inter alia: for the purpose of managing

and operating any Service offered by the Company and/or requested by You, and also for the engagement with, updating, approval and/or notifying You regarding any matter and/or subject pertaining to the Service requested by You; nurturing and encouraging User loyalty. All of the aforesaid shall also, but without limitation, be performed using characteristic analysis, information processing, information and data cleansing, as well as lawful direct mailing, pursuant to the characteristics on the database; conducting analyses, surveys and statistical studies; handling complaints, inquiries and/or claims, if any.

70. You are not legally obligated to provide information using the Website, and when you provide it, insofar as You are asked, You confirm that the providing of the information to the Company or using it is under your sole responsibility, voluntarily and with your consent, and You shall have no claim and/or demand in the matter against the Company and its representatives.
71. Moreover, if You provide or upload any personal information to the Company through the Website, You hereby declare that the information You provide and/or update from time to time is true, reliable and accurate, and that You are providing this information voluntarily, in your name and for yourself alone, or that You have been duly authorized to provide this information for another person, and in any case, You shall be solely responsible for the providing of this information and the consequences of its use.
72. In addition to the aforesaid, You are aware and hereby consent that the personal information You provide will be transferred to the various Service Providers for the purpose of obtaining the Monthly Bills in your name and providing the rest of the Services offered on the Website. Moreover, it is clarified that the Company shall sometimes be obligated, and even have the right, to uphold the demands or requests on the part of duly authorized agents (including various regulatory agents, authorities and courts of law) with regard to the Use of the Website or the information provided to the Company and collected by the Company regarding your Use of the Website. The Company shall transfer all of the information collected or stored or provided on the Website if it is required to do so by law and/or proper court order, and if it is required in order to enforce this Policy.

73. For the avoidance of doubt, it shall be underscored that your consent to the stated in the Policy is concluded from the Use of the Website, and that the Company does not and shall not have any responsibility for any use made by third parties with regard to the information provided to them by the Company and/or gathered about You by them, if any, including information which was provided and/or shall be provided to them and/or was directly provided to them by You.
74. You are aware, and hereby consent, to the saving and/or processing of the information on a third-party cloud, outside of the borders of the State of Israel (in Europe and/or the USA) as well.
75. In order to provide the Services offered by the Company on the Website, and/or to verify your identity, the Company may obtain personal information from the Service Providers, inclusive of identifying details about You, which shall also be saved in the Company's Databases, the use of this information shall be collected, saved and used in accordance with the purposes detailed in these By-Laws, in all parts.
76. As stated, the details received about You from third parties and Service Providers are provided upon your explicit consent and You release the Company from any liability or responsibility in their regard (including their use).

Using and Analyzing Information

77. The Company may collect and also use information provided by the User upon the Registration and/or information which has accumulated regarding the User, including during the Use of the Website, for the purposes detailed above, and also in order to manage and streamline the relationship with him, to improve, enrich or modify (including the modification of the Website displayed to the User) the Website, the Services and the contents offered on the Website, and also in order to update the User from time to time about the various Services that are offered and/or which shall be offered by the Company and/or by anyone on its behalf or that is business-related to it.
78. The Website may operate automatic tools in order to characterize the uses of the Website, in order to operate and streamline the Website's activity or its adjustment to the User's preferences. Such tools may collect and save **unidentifiable general information** about You and about your Use of the Website, including, without

limitation, your Internet service provider, your Internet Protocol address (IP address) and domain name for the purpose of accessing the Website, the location of the device used to access the Website, times and manners of using the Website, your browser type and additional statistical data that attest to the manner of your use of the Website and the Services through it.

79. Specifically, the Company may use Google Analytics, Mixpanel or Intercom in order to obtain analyses, characterizations and anonymous statistics about the Users' Use of the Website, the types of cellular devices used to log on to the Website and the consumption of the Services through them, and the variety of the actions performed by the Users on the Website. The information collected is aggregative and does not enable personal identification of the User. The use of Google Analytics, Mixpanel and Intercom is subject to the terms of use and general privacy policies of the companies, and the specific privacy policy of each product, if any, in a manner that does not derogate one from the other.
80. It is brought to your attention that the Company may use information files categorized as "Cookies". These are text files are created by the User's browser pursuant to an order given by the Company's computers.
81. These files enable saving the details You enter into the various forms on the Website or in the Registration zones or in the operation of the Services, and thus save You the time of having to fill out the details again on your next visit. In addition, these files may contain information regarding pages You visited in the past, the duration of your stay on the Website, the origin of reaching the Website, and more. The information on the cookies is encrypted and does not enable your personal identification.
82. If You are not interested in receiving or operating the "cookies", You can independently block them at any time by changing the settings on your browser. Some of the cookies may expire when You close the browser or the application You are using, and it is possible that others may be saved on the memory on your device or on your computer. You can delete the cookies at any time, even if they are saved with You.
83. You are aware and understand that some of the Services offered on the Website, and perhaps even all of them, shall not be accessible if You block and/or delete the

cookies. Therefore, it is suggested to do so only if you are convinced that You do not wish that the Website, the contents displayed on it and the Services offered through it shall be adjusted to your preferences, and with the understanding that some of the Services and/or all of them will not be accessible to You if You do so.

Transferring Information

84. The Company undertakes that it shall not make any use of your proprietary information, insofar as it shall be in its possession, and/or any other information about You for purposes other than those pertaining to the Service provided to You.

85. The Company shall take reasonable and customary means to protect and prevent the transferring of personal details that identify the User by name and/or details of identity to third parties. This, excluding the cases detailed hereinafter:

1. Upon your demand or with your consent and/or in order to provide You with a Service you requested and/or registered for;
2. In the event that the transferring of your details is required in order to complete a request and/or inquiry on your behalf and/or provide a Service and/or transfer a payment on your behalf. In this context, You are aware that the Company uses external credit clearing services, and the payment details You enter onto the platform shall be used for that and for the purpose of executing the payments and charges.
3. In the event of a violation of the terms of these By-Laws on your part and/or in the event You perform and/or attempt to perform an act that contradicts these By-Laws or any law through the Website;
4. Upon a court order or the demand of an authority authorized by law or in order to prevent the commitment of an offense;
5. In any case the Company believes that the providing of information is necessary in order to prevent severe damage to the property and/or body of a person, or in order to prevent severe damage at its sole discretion;
6. In the event a controversy and/or claim and/or suit and/or demand and/or legal proceedings arise between You and/or anyone on your behalf, and the Company and/or anyone on its behalf;

7. In the event that Company transfers and/or assigns its rights and/or activity to third parties, provided that the latter shall assume the provisions of these By-Laws.

86. Nothing in the aforesaid derogates from the Company's right to transfer aggregative information or non-personal information, or information that does not directly or reasonably identify the User by name and/or details of identity, or does not contain anything that compromises the User's privacy to third parties.

Consent to the Sending of Information by Direct Mailing Via Email and/or Text Messages

87. I hereby grant my consent to the Company, and/or anyone on behalf of the Authority and/or Corporation, as the case may be, to send me, by direct mailing, to my email and/or by a text message to my cellphone, the following information (hereinafter: "**the Information**"):

88. Bills (including, electricity, gas, municipal rates and water, telephone and internet, and other bills);

89. Notifications and alerts regarding a balance due and/or payment and/or performance of payment and/or payment reminders;

90. Other essential notifications from the Service Providers with regard to the User (including various updates and updates of fees);

91. I hereby agree that the providing of information via direct mailing may constitute a replacement for the proffering of information in any other manner required by law, if any, and that pursuant to any law, any time there is permission or duty to give me any notice or any other notification with regard to the Information, this notice shall be deemed to have been duly sent, even if sent to me by such direct mailing.

92. However, and notwithstanding the aforesaid, it is clarified that the responsibility for receiving the billing notices and/or any other Information from the Service Providers is strictly borne by the User, and the User shall not have any claim and/or demand regarding the failure to receive one billing notice or another or any other relevant notice with regard to the Service Providers.

93. I hereby confirm that if the email address and/or the cellphone number provided by me change, for any reason whatsoever, I shall contact the Company and update it regarding the change and its details. Without derogating from the aforesaid, I understand that if I fail to do so, I shall have no claim and/or demand against the Company and/or the municipality/corporation with regard to the sending and/or receipt of the required Information.
94. I am aware that I have the right to send, at any time, a written notice, via text message or email (at the User's convenience and the manner in which he received the Information), stipulating that I refuse to continue to receive the Information via direct mailing by email, and thus to withdraw my consent that is the subject of this document herein.
95. Upon the receipt of such notice from me, the sending of messages shall be ceased, whilst being alert that it may compromise the Services offered by the Website, and in light of it, I shall not have any claim and/or demand in this respect.
96. The confirmation of the By-Laws during the Registration to the Service constitutes my consent to receive the Information via direct mailing by email and/or text messages, as detailed above.

Miscellaneous

97. Nothing in these By-Laws or in any of their provisions creates, nor shall be construed to create, any partnership, joint venture, employer-employee, agent or proxy relationship between You and the Company or anyone on its behalf in any manner.
98. If any of the terms of these By-Laws is found to be illegal, invalid or unenforceable for any reason, this term shall be removed from the By-Laws, and its removal shall not influence the legality and validity of the rest of the terms. In such event, the existence of another similar, existing and/or implied term shall be deemed enforceable in lieu of the term that was erased or removed.
99. The terms of these By-Laws, in all parts, constitute the full agreement between You and the Company with regard to the manner of using the Website and replace

any other understanding and/or agreement, oral or written, pertaining to the Use of the Website and its content.

100. The Website may offer hyperlinks/referrals to third-party websites, including but not limited to, the Service Provider's websites. In the event that You use these hyperlinks/referrals, You shall exit the Website. Upon exiting, You shall be subject to the terms of use and policies of the Websites to which You have logged in. The Company does not undertake that such referrals/hyperlinks will lead You to active websites, since it has not checked and cannot check them, does not have any control over them and is not responsible for these websites or their content. The decision to access any third-party website as aforesaid shall be under your sole responsibility.
101. The Use of the Website and/or any claim, demand or request stemming from its use shall solely be governed by the laws of the State of Israel, and the exclusive jurisdiction shall be that of the competent court in Tel Aviv, Israel alone. The applicable substantive and procedural law shall be the Israeli law, this subject to the Company's right to take legal actions in the courts where the listed address of the User and/or his place of business and/or his assets or any part thereof are found, at the Company's discretion.
102. The Use of the Website is designated for adults (over the age of 18) only, and strictly in the areas of the sovereignty of Israel. If You are a minor (under the age of 18), your mere use of the Website shall constitute proof that You have obtained the consent of a legal guardian appointed to You to make this Use, and such Use is strictly under your responsibility.
103. The Company reserves the right to shut down the Website and/or cease its operation, to update its structure, contents and the materials on it at any time, without any prior notice. The User shall not have any claim with regard to the aforesaid, since these issues are subject to the Company's sole discretion.
104. Moreover, the Company may and might amend and/or update the Terms of Use and Privacy Policy By-Laws, without any prior notice and at its sole discretion. The binding Terms of Use and Privacy Policy at any time are the updated ones that appear on the Website, when the date of their last update

appears at the head of the By-Laws. **Therefore, it is recommended to peruse them from time to time, and prior to using the Website.**

105. The responsibility to indemnify the Company, its employees, executives and/or anyone on their behalf, immediately upon their first demand, for any damages (including reputation), losses, losses of profit, payments or expenses incurred by any of them, and this includes attorney's fees and legal fees, which stem from the violation of the Terms of Use and Privacy Policy By-Laws, shall apply solely on You, and You shall be obligated to immediately and promptly act toward such indemnification.

Contact us

106. Pursuant to the Protection of Privacy Law, 5741-1981, You, or anyone on your behalf (subject to the appropriate power of attorney by law), may peruse the information about You found on the Company's Databases, insofar as information about You is held by it, and to also request to amend this information if it is incorrect, incomplete or inaccurate. The Company shall do everything in its power to fulfill your request, pursuant to its obligation by law, yet it is hereby clarified that the information necessary for it to manage its business shall be kept for the necessary period of time, pursuant to the law.

107. In order to fulfill this right, a written request must be sent to the Company via the "About" tab on the Website, to the address: **Support@eco-bill.com**. This address can be also contacted for technical support and/or to report malfunctions.

108. In a situation where the User is not logged into his account on the Website, he shall be required to provide several identifying details about himself, such as his full name, identity number, address, email, phone number and account number at the Service Providers. The Company shall use these details in order to respond to the User's request, pursuant to the purposes detailed above.