

Terms of Use

Last Revised: November 6th, 2016

Chompi CCnetworkings Ltd. d/b/a Bidalgo and its affiliates ("we", "us", "our", or "Bidalgo") welcome you (the "User", "you") to our website at www.bidalgo.com (the "Site"). Our Site offers advertisers and publishers of commercial content ("Publishers" and "Ads", respectively) the ability to learn more about our Bidalgo algo-bidding platform, designed to enable Publishers to enter orders into Facebook, Instagram, and/or Pinterest ad auctions with a set of algorithms that allow real-time analysis and optimization of the bidding price, including with respect to the Publisher's end-user's ("End User") interaction with Ads (the "Platform") – all subject to their compliance with the Bidalgo Platform Software as a Service Terms and Conditions (the "Agreement").

Each of the Site's Users may use the Site only in accordance with the terms and conditions hereunder.

1. Acceptance of the Terms

By entering to, connecting to, accessing, or using the Site, you acknowledge that you have read and understood the following terms of use including the terms of the **Privacy Policy** available at www.bidalgo.com/privacy.pdf (the "Privacy Policy") (collectively, the "Terms") and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and you acknowledge that these terms constitute a binding and enforceable legal contract between Bidalgo and you.

By using the Platform, you acknowledge that you have read, understood and agreed to the terms of the Agreement.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS, OR USE THE SITE IN ANY MANNER AND DO NOT USE IT IN ANY MANNER WHATSOEVER.

2. The Site and Platform

Bidalgo develops and offers via the Site a Platform for Publishers, which enables them to enter orders into Facebook, Instagram and/or Pinterest ad auctions automatically with a set of algorithms that allow real-time analysis and optimization of the bidding price, including with respect to End Users' interaction with Ads.

PLEASE NOTE:

THE SITE AND ANY PART AND/OR FEATURE THEREOF ARE PROVIDED "AS IS". THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU, AN END USER OR ANY OTHER PERSON AS A RESULT OR IN CONNECTION WITH YOUR USE OF THE SITE. YOUR USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK. ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON AND/OR THROUGH THE SITE ARE RESERVED TO THE COMPANY. BIDALGO DOES NOT, EITHER EXPRESSLY OR IMPLIEDLY, ENDORSE, RECOMMEND OR IN ANY MANNER ASSUME ANY RESPONSIBILITY FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT (AS SUCH TERM IS DEFINED ABOVE) CONTAINED ON THE SITE NOR DOES IT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY AND/OR DAMAGES INCURRED AS A RESULT OR IN CONNECTION WITH SUCH ACTIONS.

3. Privacy Policy

Bidalgo respects your privacy and is committed to protect the information you share with it. Bidalgo believes that you have a right to know our practices regarding the information Bidalgo collects when you connect to, access or use the Site. Our policy and practices and the type of information collected are described in our **Privacy Policy** available at www.bidalgo.com/privacy.pdf. If you intend to connect to, access or use the Site, you must first read and agree to the Privacy Policy.

4. Use Restrictions

There are certain conducts which are strictly prohibited when using the Site. Please read the following restrictions carefully. Your failure to comply with the provisions set forth herein may result (at Bidalgo's sole discretion) in the termination of your permission to use the Site and also may expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the content made accessible by Bidalgo on or through the Site, including any information, data, materials videos, text, graphics, software programs used by Bidalgo and/or made available in connection with the Site and/or the Platform (collectively, the "**Content**"), or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted under these Terms; (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without Bidalgo's prior written consent; (iii) create a browser or border environment around the Content (no frames or inline linking); (iv) interfere with or violate any other website or user's right to privacy or other rights, or harvest or collect personally identifiable information about users of the Platform and/or Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine any Content; (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (vi) transmit or otherwise make available in connection with the Site and/or Platform any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vii) interfere with or disrupt the operation of the Platform and/or Site, or the servers or networks that host and/or support the Platform and/or Site and/or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (viii) sell, license, or exploit for any commercial purposes any use of or access to Content and/or Site; (ix) frame or mirror any part of the Platform and/or Site without Bidalgo's prior express written authorization; (x) create a database by systematically downloading and storing all or any of the Content from the Site; (xi) forward any data generated from the Site without the prior written consent of Bidalgo; or (xii) use the Site and/or Content for any illegal, immoral or unauthorized purpose; (xiii) use the Site and/or Content for non-personal or commercial purposes without Bidalgo's express prior written consent; (xiv) remove, or disassociate, from the Content any copyright, trademark or other proprietary notices contained in such materials (such as ©,™, or ®); or (xv) infringe or violate any of the Terms.

5. Minors

To use the Site, you must be over the age of thirteen (13). We reserve the right to request proof of age at any stage so that we can verify that minors under the age of thirteen (13) are not using the Site. In the event that it comes to our knowledge that a person under the age of thirteen (13) is using our Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our **Privacy Policy** at www.bidalgo.com/privacy.pdf with regard to such User.

6. Trademarks and Trade names

Bidalgo's marks and logos and all other proprietary identifiers used by Bidalgo in connection with the Platform and/or Site (“**Company Trademarks**”) are all trademarks and/or trade names of Bidalgo, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to Bidalgo Trademarks and/or to the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Bidalgo Trademarks or the Third Party Marks and therefore you will avoid using any of those marks, except as permitted under these Terms.

7. Inappropriate Content and Copyright Agent

We care for your safety. If you believe any Ads or Third Party Content made available to you through use of the Platform are inappropriate or consist, without limitation, of illegal, offensive, violent or sexually inappropriate content, please report such content immediately to us; provided your report will not incur any liability upon Bidalgo. Bidalgo's address for reporting any inappropriate content is as follows: Full Address: HaYetsira 12 st. Ramat Gan, Israel 5252150 E-mail: legal@bidalgo.com.

Bidalgo respects the intellectual property rights of others. If you believe that your work has been copied or otherwise used in a way that constitutes copyright infringement, please provide the following information in writing to Bidalgo's Copyright Agent: (i) the contact details of the person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit Bidalgo to locate the material (including URL address or screen capture of such infringing activity); (iv) a statement that you have a good faith belief that use of the material in the manner complained about is not authorized by the copyright owner, its agent, or the law; and (v) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed. Bidalgo's Copyright Agent can be reached through the address specified above.

8. Links to Third Party Websites and Services

Certain links provided through the Site and/or use of the Platform permit you to enter third parties' World Wide Web sites or resources including, without limitation, e-commerce sites (“**Third Party Sites**”). Those linked Third Party Sites are provided solely as a convenience to you, and are not under the control of Bidalgo. Bidalgo is not responsible for the availability of such Third Party Sites, and does not endorse and is not responsible or liable for any content advertising, products or other information on or available from such linked Third Party Sites or any link contained in a linked Third Party Site. Bidalgo reserves the right to terminate any link at any time. Bidalgo shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such linked Third Party Sites. Most of such linked Third Party Sites provide legal documents, including terms of use and privacy policy, governing the use of such Third Party Sites. It is always advisable to read such documents carefully before using those Third Party Sites.

9. Availability

The Site's availability and functionality depend on various factors, such as communication networks. Bidalgo does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be error-free.

10. Changes to the Site

Bidalgo reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Site (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Bidalgo shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site and/or the Content.

11. Disclaimer and Warranties

BIDALGO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT (INCLUDING THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS).

THE CONTENT AVAILABLE ON THE SITE MAY INCLUDE INACCURACIES OR ERRORS. BIDALGO DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE ADS AND ANY THIRD PARTY CONTENT DISPLAYED ON AND/OR IN CONNECTION WITH THE USE OF THE SITE AND/OR PLATFORM (INCLUDING, WITHOUT LIMITATION, THE PRICING, THE APPEARANCE, THE PRODUCTS AND/OR SERVICES DESCRIPTION AND ATTRIBUTES ETC.). BIDALGO DOES NOT ENDORSE OR RECOMMEND ANY OF THE PRODUCTS AND SERVICES OFFERED THROUGH THE ADS, INCLUDING ANY THIRD PARTY CONTENT. BIDALGO MAKES NO REPRESENTATIONS THAT THE INCLUSION OR OFFERING OF ANY SUCH ADS, PRODUCTS AND/OR SERVICES OFFERED ON AND/OR IN CONNECTION WITH THE USE OF THE SITE AND/OR PLATFORM CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS AND/OR SERVICES.

THE SITE AND/OR THE CONTENT ARE ALL PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, RELIABILITY AND/OR QUALITY OF THE SITE, WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

BIDALGO DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE SITE AND/OR THE CONTENT AND THE USE OF THE SITE. THE USE OF THE SITE AND/OR THE CONTENT ARE ENTIRELY AT YOUR OWN RISK AND BIDALGO SHALL HAVE NO LIABILITY RELATING TO SUCH USE.

BIDALGO DOES NOT WARRANT THAT THE OPERATION OF THE SITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SITE AND/OR THE CONTENT ARE ENTIRELY AT YOUR OWN RISK.

12. Limitation of Liability

IN NO EVENT SHALL BIDALGO, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND ITS AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR THE CONTENT (INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING IN CONNECTION WITH PRODUCTS AND/OR SERVICES PURCHASED AT A THIRD PARTY SITE IN CONNECTION WITH ANY ADS MADE AVAILABLE THROUGH USE OF THE PLATFORM, ETC.), INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF THE PLATFORM, THE CONTENT AND/OR THE SITE, OR THE USE OR INABILITY TO USE THE OR SITE, OR FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF BIDALGO TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF BIDALGO BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER BIDALGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

You agree to defend, indemnify and hold Bidalgo harmless, including its officers, directors, shareholders, employees, sub-contractors and its agents from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Content and/or the Site; (ii) your violation of any term of these Terms; (iii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of the Site (including your violation of any third party rights); and (iv) any claims for damages arising out of any decision made or action taken or not taken in reliance on the Content, the Platform and/or the Site.

14. Amendments to the Terms

Bidalgo may change the Terms from time to time, at its sole discretion and without any notice. We will notify regarding substantial changes of these Terms on the homepage of the Site. Such substantial changes will take effect seven (7) days after such notice was first provided on any of the abovementioned methods. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

15. Termination of your Account and Termination of Site's operation

At any time, Bidalgo may block your access to the Site and/or temporarily or permanently limit, suspend or terminate such access, for any reason, at its sole discretion, in addition to any other remedies that may be available to Bidalgo under any applicable law.

Additionally, Bidalgo may at any time, at its sole discretion, cease the operation of Site or any part thereof, temporarily or permanently, without giving any prior notice. You agree and acknowledge

that Bidalgo does not assume any responsibility with respect to or in connection with the termination of the Site operation and loss of any data. The provisions of the Intellectual Property Rights, Disclaimer and Warranties, Limitation of Liability, Indemnification and General sections, will survive the termination or expiration of the Terms.

16. General

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to the Site and/or the Content or use of the Site and/or Content will be governed by and interpreted in accordance with the laws of the state of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Site and/or Content will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the District of Tel Aviv, Israel. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without Bidalgo's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and Bidalgo relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and Bidalgo. The Site may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

17. For information, questions or notification of errors, please contact:

If you have any questions (or comments) concerning the Terms, you are most welcomed to send Bidalgo an e-mail at: legal@bidalgo.com, and we will make an effort to reply within a reasonable timeframe.