



Mixed.Place Terms of Service

Last Revised: January 2019

These Terms of Service, together with any other agreements or terms incorporated by reference, including the Mixed.Place Privacy Policy (the "**Terms**") govern your use of the Services. These Terms constitute a binding and enforceable legal contract between Mixed.Place and You. By accepting these Terms electronically by clicking a box indicating your acceptance, or by using the Services, you agree to these Terms. If you are entering into these Terms on behalf of a company or another legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms, in which case the term "**You**" will refer to such entity and its affiliates. If the legal entity that you represent does not agree with these Terms, you must not accept these Terms or use the Services.

1. Definitions

- 1.1. "**Account**" means an online account registered by You for the purpose of using the Services.
- 1.2. "**Additional Services**" means Services that You purchase, as distinguished from the Services which are provided for free. Mixed.Place may, at its discretion, decide that Services which have heretofore been available without charge shall become Additional Services, which may be provided for a fee and such change shall become effective upon posting on the Mixed.Place website.
- 1.3. "**Content**" means any files, data, material and information submitted, uploaded and stored by You through the Services.
- 1.4. "**Platform**" means the Mixed.Place online platform for users to create and place content in AR and to directly engage with mixed reality infrastructure (e.g., augmented reality, mixed reality, AR cloud).
- 1.5. "**Services**" means any applications, products, services, documentation, and software made available through the Platform.
- 1.6. "**User Data**" means data relating to your use of the Platform and Services.
- 1.7. "**We**", "**Us**", "**Mixed.Place**" or "**Our**" means Mixed.Place Ltd.
- 1.8. "**You**" or "**you**" means the company or other legal entity and its affiliates for which you are accepting these Terms.

2. The Services

- 2.1. **Access to the Platform.** Following the initial registration of an Account, You may access and use the Services through the Platform solely for the purpose of your business activity. We may update the Services from time to time, including adding or removing functions.
- 2.2. **Additional Services.** Following payment of relevant fees, if any, you will have the ability to access Additional Services through the Platform.



- 2.3. **Software.** Some Services may require you to download software. If any software is offered under an open source license, we will make the license available to you and the provisions of that license shall apply notwithstanding any provisions to the contrary under these Terms.
- 2.4. **Service Providers.** We may use third-parties in the operation of our Services or to perform any of our obligations (each a "**Service Provider**"), including using Service Providers for cloud infrastructure and hosting services. Our agreements with Service Providers outline the appropriate use and handling of information and prohibit the Service Provider from using any information for purposes unrelated to the Services.

Charges

- 2.5. **Using the Services.** Other than as explicitly set out on the Platform, the Service is made available to you free of charge. We may charge you for certain Additional Services. If we charge any fees for any Additional Services, the charges for such Additional Services, and any terms and conditions applicable thereto will be detailed in the applicable online description of such Additional Services.
 - 2.6. **Payment Policy.** You authorize Mixed.Place, directly or through third-parties, to make any inquiries we consider necessary to help verify or check your identity or prevent fraud. This may include asking you to provide a form of government identification (e.g., driver's license or passport), your date of birth and other information that is necessary to confirm ownership of your email address or payment method that you have added to your Account, such as a credit card, debit card or PayPal account ("**Payment Method**"). You must provide Mixed.Place with accurate information in relation to your Payment Method. Additionally, you authorize Mixed.Place to store your Payment Method and charge your Payment Method as outlined in these Terms. When you select and provide information to us pursuant to a Payment Method, you confirm that you are permitted to use that Payment Method and you authorize us and our designated payment processor to charge the full amount due for the applicable Additional Services to the Payment Method you designate for the purchase. All purchases are final and no refunds or credits will be provided. We will take steps to rectify any payment processing errors of which we become aware. These steps may include crediting or debiting (as appropriate) the same Payment Method used for the original payment by you, so that you end up paying the correct amount.
3. **Registration and User Account**
 - 3.1. **Establishing an Account.** You are given a generic system number as a user name in order to use our Services.
 - 3.2. **Account Information.** YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of your Account or any other breach of security.
 - 3.3. **Deletion of Account.** You may delete your Account at any time. Any Content and



other information and data entered into the Services may be permanently deleted if you delete the Account, provided we may retain certain information as required to comply with our legal obligations, resolve disputes and enforce our agreements (unless we are instructed otherwise).

3.4. **Use of Data.** Mixed.Place may collect User Data, and You hereby grant Mixed.Place permission to collect User Data available on the Platform and to use such User Data to improve the Platform performance and functionality and improve services and support to Mixed.Place users and for other business purposes including monitoring, statistical data gathering, diagnostics, comparative analyses, press and supplies utilization, complementary solutions usage, security and software integrity assurance, remote control and support and click performance tracking and billing. Mixed.Place may use various analytics tools in performing the above. Mixed.Place does not provide an opt-out option from the use of such analytics tools and therefore You should refrain from registering for the Services if You do not agree to the use of analytics tools in connection with the User Data. Where applicable, User Data collected by Mixed.Place will be shared with You or any service provider who may, directly or indirectly, provide You with support or other supplementary services in connection with the Services. Mixed.Place may further use User Data as set forth in its privacy policy referenced above.

4. Your Content

4.1. **License to Content.** You grant us a worldwide, non-exclusive license to host, copy and use your Content as required in order to provide You with the Services. Subject to this limited license we do not acquire any right in your Content and You or your licensors retain all rights and ownership to your Content. You warrant that You have full rights to provide to us any Content that You provide through the Services. We have policies in place to limit the access of our employees to Content. Where policies permit access to the Content, it is only for the purpose of providing the Services and supporting You in your use of the Services.

4.2. **Responsibility for Content.** The Services are not intended to be used as storage, backup or archiving services. It is your responsibility to back up your Content and you are responsible for any lost or unrecoverable Content.

5. Use Obligations and Restrictions

5.1. **Obligations.** You agree to do each of the following in connection with your use of the Services: (i) comply with all applicable laws, rules and regulations, including those regarding data privacy, intellectual property rights and export control; (ii) pay the fees for the Services, if applicable, when due; (iii) use reasonable security precautions for providing access to the Services by other individuals to whom You provide access.

5.2. **Restrictions.** You must not misuse the Services. For example, you may not, whether by yourself or anyone on your behalf (a) sell, resell, or lease the Services or access or attempt to access the Services by any means other than the interface



we provided or authorized; (b) circumvent any access or use restrictions put into place to prevent certain uses of the Services; (c) use the Services to store, share or transmit content which is unlawful, infringing, harmful or which violates any person's rights, including privacy rights and intellectual property rights; (d) attempt to disable, impair, or destroy the Services, or Platform; or (e) reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

6. Intellectual Property Rights

6.1. **Retention of Rights.** All rights not expressly granted to You under these Terms are reserved by Mixed.Place and its licensors. We and our licensors reserve all rights, title and interest to the Services, the Platform and any of their related intellectual property rights. The Terms do not convey to You an interest in or to Mixed.Place's intellectual property rights. Nothing in the Terms constitutes a waiver of Mixed.Place's intellectual property rights under any law.

6.2. **Feedback.** To the extent You provide us any feedback, comments or suggestions ("**Feedback**"), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or services.

7. **Indemnification.** You will indemnify, defend, and hold harmless Mixed.Place, its affiliates, resellers, employees and agents (the "**Indemnified Parties**") from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third-party alleging that your Content or your use of the Services infringes or misappropriates a third-party's intellectual property rights or violates applicable law or that your use of the Services is in violation of these Terms.

8. Disclaimers of Warranties

8.1. THE SERVICES ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND MIXED.PLACE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE, WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8.2. OTHER THAN AS EXPRESSLY STATED IN THE TERMS WE DO NOT WARRANT THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS.

9. Limitation of Liability

9.1. IN NO EVENT WILL MIXED.PLACE BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR



OTHERWISE) AND EVEN IF MIXED.PLACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. IN NO EVENT WILL MIXED.PLACE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE SERVICES EXCEED AN AMOUNT OF US\$100.00.

9.3. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. Term and Termination

10.1. **Term.** These Terms commence on the date you first accept them and will remain in effect until these Terms are terminated.

10.2. **Termination.** You may stop using the Services at any time and you may delete your Account. We may suspend or terminate your access to the Services at any time at our discretion and without notice if You do not comply with these Terms. Upon termination of the Services to You, the Account will be terminated, and from the date of termination You will no longer be able to access your Account.

10.3. **Survival.** The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Indemnification, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.

11. Governing Law and Jurisdiction

These Terms are governed by the laws of the state of Israel excluding rules as to choice and conflicts of law and the courts in Tel Aviv-Yafo, Israel will have jurisdiction; however, Mixed.Place or its affiliate may bring suit for payment in the country where your entity is located. You and Mixed.Place agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

12. General

12.1. **Changes to Terms.** Mixed.Place may change the Terms from time to time, and such change will become effective upon the date on which it is posted on the Platform. You are responsible for checking the Platform regularly for such changes. By continuing to access or use the Services you agree to be bound by the revised Terms.

12.2. **Severability.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

12.3. **Waiver.** No waiver by us of a breach of any of the provisions of terms of these



Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.

- 12.4. **Relationship.** Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between You and Mixed.Place.
- 12.5. **Entire Agreement.** These Terms contain the entire agreement between Mixed.Place and You relating to your use of the Services and supersedes any and all prior agreements between Mixed.Place and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by Mixed.Place in these Terms.
- 12.6. **Assignment.** You may not assign your rights or delegate your obligations under these Terms without Mixed.Place's prior written consent. Any purported assignment contrary to this section will be null and void and without effect. Mixed.Place may assign its obligations hereunder among the various Mixed.Place entities within the Mixed.Place group, by a change to the definition of Mixed.Place hereunder which change will become effective upon posting on the Platform.
- 12.7. **No Third-Party Rights.** There are no third-party beneficiaries to these Terms.
- 12.8. The Delhaize Shop game is part of Mixed Place Augmented Reality Application. This game consists of 3D virtual blocks construction. The Delhaize Shop game has been created and is made available by PPI Worldwide Company as part of the commercial action Delhaize Shop.

The company, (PPI Worldwide HK Limited, www.ppiworldwide.com, delhaizeshop@ppiwwg.com), is and remains solely responsible for this application.