



Terms of Service

Last Updated: June 16, 2022

1. ACCEPTING THE TERMS AND CONDITIONS OF USE

Welcome to www.anymatch.ai. Please read these terms and conditions carefully before using this website or any part of the related services, as they constitute a legally binding agreement between you and Gloat Ltd. (“**Anymatch**”, “**us**”, “**we**” or “**our**”), and check them periodically for changes.

ANY USE OF THIS WEBSITE, OUR APPLICATIONS OR THE SERVICES AVAILABLE FROM TIME TO TIME ON OR IN CONNECTION WITH OUR WEBSITE OR APPLICATIONS (COLLECTIVELY, THE “**SERVICE**”), IS SUBJECT TO AND CONDITIONED UPON YOUR CONSENT TO AND COMPLIANCE WITH, ALL OF THE TERMS AND CONDITIONS BELOW (THE “**AGREEMENT**”). BY USING THE SERVICE YOU SIGNIFY YOUR CONSENT TO BE BOUND BY THE AGREEMENT AND THAT YOU ARE OF LEGAL AGE AND CAPACITY TO FORM A BINDING CONTRACT.

We may change the terms of this Agreement from time to time by posting notice on our website at www.anymatch.ai, with a five (5) day advance notice. Your continued use of the Service shall constitute your consent to any changes made. If you do not agree to the new terms, you should not use and are free to discontinue using the Service.

2. DISCLAIMER

THE SERVICE IS A TOOL FOR SEARCHING, SELECTING AND INTRODUCING SUITABLE CANDIDATES (THE “**CANDIDATE**” OR “**YOU**”) FOR POSITIONS AT POTENTIAL EMPLOYERS AND COMPANIES (THE “**EMPLOYER**”), AND IS INTENDED ONLY TO ASSIST YOU IN THAT MATTER (THE “**PURPOSE**”). WE HAVE NO CONTROL OVER THE COMPLETENESS, VALIDITY, CONSISTENCY, NOR ACCURACY OF ANY CONTENT PROVIDED (OR LACK OF SUCH) BY YOU OR OTHERS OR ANY ENGAGEMENT BETWEEN YOU AND ANY OTHER THIRD PARTY, INCLUDING EMPLOYERS.

3. THE SERVICE

1. Access and use of the Service and any content made available through the Service or that you otherwise obtain in connection with the Service (“**Content**”), is permitted only for your own personal use, for the Purpose and only as long as you are in compliance with this Agreement.
2. Portions of the Service may be subject to other agreements and policies which relate to a particular service or activity conducted through or offered on the Service, in addition to this Agreement (“**Third Party Services**”). Use of Third



Party Services is conditioned on you complying with their respective terms and conditions. BY USING THE THIRD PARTY SERVICES YOU SIGNIFY YOUR CONSENT TO BE BOUND BY THEIR RESPECTIVE AGREEMENTS.

3. We may for any or no reason, in our sole discretion and without notice or liability to you or any third party, refuse Service or terminate the Service at any time, and may immediately suspend or terminate your Anymatch account (if any) and block any and all current or future access to and use of the Service (or any portion thereof), without derogating from any other right or remedy that we may have by law, equity or otherwise. Grounds for such termination may include, but are not limited to, our determination that you violated the letter or spirit of this Agreement or an infringement of the rights of others or any applicable laws or regulations.
4. You acknowledge that we may, in our sole discretion and at any time(s), change or discontinue providing any part of the Service including imposing a fee for the use of certain services, upon notifying you to the email address associated with your Anymatch account, with a five (5) day advance notice of such change. In addition, we may, from time to time, perform maintenance upon the Service resulting in interrupted service, delays or errors in the Service. We will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.
5. Although we try to make the Service always available to you, we cannot make any guarantee and will not be held liable for any service disruptions, whether temporary or not.

4. REGISTRATION

1. Access to the Service is available only to registered users. As part of the registration process of a Candidate you shall be required to create a Anymatch account and you may be requested to provide certain personal data for the opening of such account, including among other things, your name, address, email address, telephone number, current position, education background, professional experience, resume (CV) (collectively, “**Registration Data**”). You may provide the Registration Data by signing-in to our Service through third parties sites such as Facebook and LinkedIn.
2. As a registered user you agree to:
 - . Provide true, accurate, current and complete Registration Data.
 - a. Maintain and promptly update the Registration Data to keep it accurate, current and complete.
 - b. Maintain the security and confidentiality of any usernames, passwords and other information used by you to access the Service.
 - c. Refrain from impersonating any person or entity or misrepresent your identity or affiliation with any person or entity.



d. Immediately notify us in writing if you become aware of any loss, theft or use by any other person or entity of any of your Registration Data or any other breach of security that you become aware of involving or relating to the Service.

3. **By providing your Registration Data to us, you consent to us sending and you receiving, by all means such as our application, telephone, SMS or e-mail, communications containing content of a commercial nature relating to the Service.** We do not have to obtain your prior consent before sending such communications to you, but we shall cease to send such communications if you notify us in writing that you do not wish to receive such communications. Note that some communications are considered by us to be integral to the Service itself and in order to stop all communications from us, you should terminate your Anymatch account and discontinue use of the Service completely.

5. RECRUITMENT PROCESS

1. In order to use our Service, you should complete the registration process by inserting the needed information to our Service and by accepting this Agreement and our Privacy Policy. For more information regarding the use, maintenance and/or disclosure of your Registration Data to potential Employers please see our Privacy Policy at www.anymatch.ai/privacy which, as may be amended from time to time, forms an integral part of this Agreement.
2. In addition, please pay attention to the following:
 0. Your Personal Identifiable Information (as defined in our Privacy Policy) (such as your current and past positions, education background, professional experience, number of friends which are members in any specific community) shall be visible to Employers which our Service concluded are potential matches to your employment needs.
 1. You, at your sole discretion, shall agree whether we may disclose additional information relating to you, including without limitation, your CV and other Personal and Non Personal Identifiable Information (as defined in our Privacy Policy) which has not yet been disclosed (“**Additional Information**”). In accordance with your approval, your Additional Information will be delivered automatically to the potential Employer.

6. FEES

AS A CANDIDATE YOU WILL NOT BE CHARGED ANY FEES WHATSOEVER.

7. SUBMISSION OF CONTENT

1. As a condition to submitting Content to the Service (either directly or via others), you warrant and represent that (i) you are at least eighteen (18) years of age; (ii) all of the submissions are and will be true, complete and accurate



and in compliance with all of the terms of this Agreement and any applicable laws and regulations; and (iii) you have all necessary right, power and authority to enter into and perform under this Agreement.

2. You are entirely responsible for all your submissions of Content and the consequences of submitting them to the Service. Please note that through the recruitment process, you may be required to provide potential Employers with the Content and/or supporting documentation confirming, certifying, backing and/or validating the Content.
3. Although we have no obligation to review or monitor any submissions of Content, we reserve the right, in our sole discretion, to monitor, edit and partially or fully remove any Content without prior notice at any time for any reason.

8. GENERAL USER CONDUCT

In connection with the Service, you agree (i) to abide by all applicable Israeli law and international laws and regulations, (ii) only make use of information that you own or have a right to use, and (iii) only act appropriately. Without limiting the above, you may not:

1. Allow or facilitate a third party, to violate or infringe any rights of us or others or our policies or the operational or security mechanisms of the Service.
2. Use the Service and any Content in any way that restricts or inhibits the use of the Service.
3. Alter, delete, forge, frame, copy, publicly display, publicly perform, rent, sell, hyper-link, create derivative works or otherwise interfere with or in any manner disrupt, circumvent, or compromise, any part of the Service (including without limitation trademarks, service marks and logos contained in the Service (“**Marks**”) but excluding Content provided entirely by you).
4. Access or attempt to access any of our systems, programs or data that are not made available for public use, or attempt to bypass any registration processes on the Service or any of the Service’s security and traffic management devices. Use any Content or other information provided to you through the Service for the purpose of contacting any Employer independently or indirectly outside of the Service or for the purpose of bypassing the Service.
5. Use any robot, spider, other automated device or any tool-bar, web-bar, other web-client, device, software, routine or manual process, to access the Service, submit Content, or monitor or scrap information from the Service.
6. Create or provide any other means through which the Service may be accessed, for example, through server emulators, whether for profit or not.

We cannot and do not assure that other users of the Service are or will be complying with this Agreement, and, as between us, you assume all risk of harm or injury resulting from any such lack of compliance.



9. PRIVACY POLICY

Your information, including among others your Content and personal information, is subject to our Privacy Policy at www.anymatch.ai/privacy. By accessing this Service, you consent to the collection and use of information as described in our Privacy Policy, as may be amended by us from time to time.

10. PROPRIETARY RIGHTS

The Content, including without limitation the Marks, that were not uploaded by you, are protected by copyrights, trademarks, service marks, patents or other proprietary rights, both with respect to any Content and as a collective work or compilation, pursuant to laws and international conventions. Any rights to the Content and Service not expressly granted herein are reserved. We make no claim of ownership as to the trademarks of any third party linked or displayed on the Service, or with respect to any publisher or publication mentioned on the Service.

11. LINKS TO OTHER WEBSITES AND APPLICATIONS

The Service may contain links and references to websites and applications of others. We may, from time to time, at our sole discretion, add or remove links. These links are provided solely as a convenience to you, and access to any such websites or applications is at your own risk. We encourage you to be aware when you leave the Service, and to read the terms and conditions and privacy policy of each other website and applications that you visit. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to such websites or applications. In no event will we be responsible for the information contained in, transmissions received from, or your use of or inability to use, such websites or applications, or their practices.

12. COPYRIGHT PROTECTION - DIGITAL MILLENNIUM COPYRIGHT ACT

1. We respect the rights of copyright owners and expect our users to the same. If you are a copyright work owner or an agent thereof, and you believe any content submitted to and hosted on the Service infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DCMA**”) by providing Our Designated Copyright Agent with the following information in writing (“**Notice**”):
 - . sufficient details to enable identification of the copyrighted work that has been allegedly infringed, if multiple copyrighted works are claimed to be infringed, a representative list of such works;
 - a. a description of where the content that you claim is infringing is located on our Services;
 - b. your contact information at which you may be contacted (for example, your address, telephone number, and email address);
 - c. a statement that you have a good faith belief that the use of the content identified in the Notice is not authorized by the copyright owner, its agent, or the law; and



- d. a statement, under penalty of perjury, that the information in the Notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed.
 - e. the physical or electronic signature of the owner of the allegedly infringed copyrighted work or any person authorized to act on behalf of such owner;
2. Following receipt of your Notice, We will take whatever action, in our sole discretion, as we deem appropriate, including removal of the challenged content from the Service. We may ask you to provide further or supplemental information, prior to removing any content, as we deem necessary to comply with the provisions of the DMCA.
 3. It is our policy to respond only to Notices of alleged infringement that comply with the provisions of this section.
 4. Our Designated Copyright Agent for notices of claims of copyright infringement may be reached as follows:

Attention: Copyright Agent, Gloat Ltd., 154 Begin Rd, Tel Aviv, Israel; OR by electronic mail at: Privacy@gloat.com.

13. DISCLAIMERS OF ALL WARRANTIES

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUBMISSION OF CONTENT BY YOU OR OTHERS DOES NOT IMPLY ENDORSEMENT BY US OF THE CONTENT. WITHOUT LIMITING THE ABOVE, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO (I) THE SERVICE MEETING YOUR REQUIREMENTS, OR BEING UNINTERRUPTED, CONTINUOUS, TIMELY, SECURE, OR ERROR OR VIRUS FREE; (II) WHETHER YOUR USE OF THE SERVICE OR THE CONTENT WILL GENERATE ANY RESULTS OR CONSEQUENCES, NOR IN TERMS OF THE CORRECTNESS, COMPLETENESS, AVAILABILITY, ACCURACY, RELIABILITY OR OTHERWISE, OR IN CONNECTION WITH SUBMISSIONS OR PREVENTION OF UNAUTHORISED ACCESS, SHARING OR DOWNLOAD OF CONTENT; OR (III) YOUR USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION.

YOUR USE OF THE SERVICE AND CONTENT, AND ANY ACTION OR INACTION BY USERS OF THE SERVICE, ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING CONSEQUENCES.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INJURY, DEATH, ACT OF GOD, ACCIDENT, DELAY, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY (I) USE OR THE INABILITY (FOR ANY REASON) TO USE ANY PART OF THE SERVICE (INCLUDING WITHOUT LIMITATION INACCURACIES OR ERRORS OF



INFORMATION AS A RESULT OF ACCESSING THE SERVICE), (II) IN CONNECTION WITH THIS AGREEMENT OR FOR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR (III) REPRESENTATIONS, WARRANTIES, ACTIONS OR INACTIONS OF ANY USER OR OTHERS (WHETHER OR NOT PROVIDED AS A RESULT OF THE SERVICE); IN EACH CASE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. All of the above limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and are fundamental elements of the bargain between us and you. However, we will be liable to you for direct damages to you that arise out of any willful act on our part in an amount up to one hundred dollars (\$100).

15. LIMITATION OF CLAIMS

Any claim or cause of action arising out of or related to use of the Service or to the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

16. INDEMNIFICATION

YOU RELEASE, AND AGREE, AT YOUR OWN EXPENSE, TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, ALLEGED CLAIMS, LOSS AND DAMAGES (OF EVERY KIND, WHETHER KNOWN OR UNKNOWN AND SUSPECTED OR UNSUSPECTED), AND INCLUDING REASONABLE ATTORNEY'S FEES, RELATED IN ANY WAY TO: (I) YOUR USE OF, ACCESS TO OR RELIANCE ON THE SERVICE OR THE CONTENT, INCLUDING WITHOUT LIMITATION OUR ACTIONS OR OMISSIONS WHILE PROVIDING THE SERVICES (EXCEPT FOR OUR BREACH OF THE AGREEMENT AS A RESULT OF WILLFULL MISCONDUCT OR FRAUD ON OUR PART); (II) YOUR CONTENT, PERSONAL INFORMATION AND REGISTRATION DATA; (III) ANY BREACH OF, OR DEFAULT IN, THIS AGREEMENT BY YOU; (IV) ANY ACT OR OMISSION BY YOU, WHETHER OR NOT ILLEGAL, NEGLIGENT, RECKLESS, OFFENSIVE, UNAUTHORIZED OR UNPROFESSIONAL; (V) ANY DEFECTIVE, CONTAMINATED OR MALICIOUS DEVICE OR SOFTWARE, INCLUDING WITHOUT LIMITATION VIRUSES, INTENTIONALLY OR NEGLIGENTLY DISSEMINATED BY YOU OR ORIGINATING FROM YOUR EQUIPMENT OR NETWORK; (VI) YOUR ANYMATCH ACCOUNT, BY YOU OR BY ANY ONE ACCESSING YOUR ACCOUNT WITH OR WITHOUT YOUR CONSENT.

We will provide you with written notice of such claim, suit or action. You will not enter into any settlement or compromise of any such claim without our prior written consent. We reserve the right, in our sole discretion, to assume the exclusive defense and control of any matter subject to indemnification by you. In all events, you shall cooperate fully in the defense of any claim.

17. GOVERNING LAW AND EXCLUSIVE COURTS.

This Agreement will be governed by laws of the State of Israel without regard to its choice of law or conflicts of law principles. You and we consent to the exclusive



jurisdiction and venue in the courts in Tel Aviv, except that temporary relief to enjoin infringement of intellectual property rights may be sought in any court.

18. GENERAL

This Agreement and our Privacy Policy comprise the entire agreement between you and us, and state our and our suppliers' entire liability and your exclusive remedy with respect to the Service, and supersede all prior agreements pertaining to this Agreement's and Privacy Policy's subject matters. If any provision of this Agreement is held to be contrary to law, such provision shall be construed, as nearly as possible, to reflect the original provision and the other provisions remain in full force and effect. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance. No provision of the Agreement shall be construed against us but rather shall be construed in a neutral and fair manner as terms entered into by a fully-informed party on a voluntary basis after opportunity to confer with advisors and legal counsel about the meaning and effects of the terms of this Agreement. You agree to pay all costs and expenses (including reasonable attorneys' fees) that we may incur in order to collect any amounts that you owe under this Agreement. No waiver of any term of this the Agreement shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under the Agreement shall not constitute a waiver of such term. Our suppliers and contractors are third-party beneficiaries of this Agreement. This Agreement, and any rights granted hereunder, may not be transferred or assigned by you, but may be assigned by us to a successor or purchaser of all or substantially all of our shares, business or assets.

This Agreement shall not create, nor will it create an obligation to form a joint venture, partnership or other formal business relationship of any kind nor will it prohibit either Party from engaging in similar discussions with a similar project, with any other third party.

At all times during the term of this Agreement no employment relationship, joint venture, partnership, or other formal business relationship of any kind shall exist or be construed to exist between us and you and therefore, with respect to the communications with you, we shall not be subject to any labors law, including without limitation the following Israeli labor laws: Hours of Work And Rest Law, Sick Pay Law, Collective Agreements Law, Annual Leave Law, Employment of Employee by Manpower Contractors Law, Minimum Wage Law, National Insurance Law (consolidated version), Notice to Employee and Candidate for Employment Law (Working Conditions and Procedures For Classification and Hiring). Neither Party shall be authorized to bind, commit or assume any obligations or liability on behalf of the other Party, nor will it prohibit either the other Party from engaging in similar discussions with third parties.

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