

Terms and Conditions

Welcome to Missbeez, a leading on-demand mobile platform dedicated to connect users with professional beauty services in their community. Missbeez's mobile application allows our users to instantly order any service she desires by simply clicking a button on her smartphone (the "App"). We utilize creative ways to surprise, delight and address instantly the needs of our international community of user providing a VIP experience to their door.

1. CONTRACTUAL RELATIONSHIP

1.1. These Terms and Conditions ("Terms") govern the relationship between Missbeez Ltd., a company incorporated under the laws of the state of Israel (and Missbeez's affiliates), the owner and operator of the App ("Missbeez", "our", "we" or "us") and any person and or/entity and/or anyone on their behalf, which uses the App ("User", "Users" or "you"). In these Terms, the words "including" and "include" mean "including, but not limited to."

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES (as defined in provision 2 hereunder).

1.2. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Missbeez. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. We may immediately terminate or amend these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time and for any reason, at our sole discretion, and without the obligation of providing you with prior notice. Without derogating from the foregoing, we may prevent Users from making orders via the App in any case of infringement of these Terms, and at our sole discretion.

1.3. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

1.4. Missbeez may amend These Terms from time to time. Amendments will be effective upon Missbeez's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

1.5. Our collection and use of personal information in connection with the Services is as provided in Missbeez's Privacy Policy.

2. THE SERVICES

2.1. The Services constitute a technology platform that enables Users to locate and schedule professional services in their community, with independent third party providers of such services, under agreement with Missbeez ("Service Providers").

2.2. It is hereby clarified that we offer professional services based on the availability and location of Service Providers. We allow Users to choose where they want to get the Service (at their home or office address or at the Services Provider facilities) by using the App. However, the Service Provider will have to accept the order and confirm the final time of the appointment (the "Appointment Time").

2.3. In order to use the App we recommend that you activate the location-based services on your mobile device, hence enabling us to offer you the Service Providers closest to your location. Furthermore, when the Service Providers activate

their location-based services, it enables you to check the location of the Service Providers while they are on their way to you or are nearby.

2.4. YOU HEREBY ACKNOWLEDGE AND AGREE THAT MISSBEEZ ENGAGES AS A MEDIATION PLATFORM AND THAT MISSBEEZ OR ITS APP DO NOT CONSTITUTE A SUPPLIER FOR THE USERS OF THE APP. FOR THE REMOVAL OF ANY DOUBT, THE APP ONLY PROVIDES MEDIATION SERVICES BETWEEN THE USER AND THE SERVICE PROVIDERS.

2.5. Unless otherwise agreed by Missbeez in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

3. YOUR USE OF THE SERVICES

3.1. USER ACCOUNTS. In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You represent that you are an adult 16 years of age or older or if under 16 years of age, that you have the consent of a parent or guardian and will provide their details if requested by us. Account registration requires you to submit to Missbeez certain personal information, such as your personal and family name, address, mobile phone number, as well as a valid payment method (credit card) (collectively "Personal Details"). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including providing an invalid or expired payment method, may result in your inability to access and use the Services or Missbeez's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Missbeez in writing, you may only possess one Account. For the measures of your own security, you shall be able to modify your payment details not more than three (3) times a year. Any frequent change of the payment information may result in deactivation of your personal account on the App.

3.2. USER REQUIREMENTS AND CONDUCT. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. Missbeez will not be responsible for any unauthorized use of the App by any third party via your Personal Details or Business Profile. It is hereby clarified that in any case of an unauthorized use of your Account, Business Profile or mobile, you will be obligated by any legal actions and transactions made in your name.

3.3. You hereby agree to treat all Service Providers with respect, not to cause any damages to them and/or their facilities and/or their equipment and/or engage in unlawful activities while using the Services. You hereby agree to comply with all applicable laws when using the Services.

3.4. USER PROVIDED CONTENT. Missbeez may, in its sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Missbeez through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Missbeez, you grant Missbeez a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Missbeez's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

3.5. To protect our users' privacy, user identities are kept on the App only. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of the App in order to circumvent or abuse the App or Missbeez platform is not permitted.

3.6. Missbeez does not provide any guarantee of the level of service offered to users. Missbeez does not provide protection for users who interact outside of the App or that are actively violating our Terms and Conditions. Rude, abusive, improper language, or violence will not be tolerated and may result in an account warning or the suspension/removal of your account.

3.7. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Missbeez the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor

Missbeez's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

3.8. NETWORK ACCESS AND DEVICES. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the App any updates thereto. Missbeez does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

3.9. MULTIPLE ACCOUNTS. To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Misbeez community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of the Terms is cause for permanent suspension of all accounts.

3.10. SELLING ACCOUNTS. You may not buy, sell, or otherwise transfer your Account.

4. PAYMENT

4.1. You understand that use of the Services may result in Charges (as defined below) for the Services you received from a Service Provider. After you have received Services, obtained through your use of the App, Missbeez will facilitate your payment of the Charges, on behalf of the Service Provider. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Service Provider.

4.2. As part of opening your Account, you shall submit one valid credit card, in order to allow us to charge you on behalf of the Service Providers for her Services. You confirm that you are permitted to use the payment source that you have provided. You will be given an opportunity at all times to update or change your credit card details in the App (no more than three (3) times a year). It is hereby clarified that charges will be made after the Service was provided and finalized by the Service Provider. Charges will be inclusive of applicable taxes and processing fees where required by law ("Charges").

4.3. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE CHARGES ARE FINAL AND NON-REFUNDABLE, UNLESS OTHERWISE DETERMINED BY MISSBEEZ.

4.4. THE USERS SHALL BE CHARGED FOR THE SERVICES THEY ORDER BY USING THE APP ONLY, ACCORDING TO THE FIXED PRICING PUBLISHED ON THE APP ON SERVICES AND PRICING PAGE. MISSBEEZ MAY AMEND AND UPDATE THE PRICING FROM TIME TO TIME.

4.5. All Charges are due immediately, Missbeez, using the credit card designated in your Account, will facilitate payment and after which, will send you a receipt by email. For the avoidance of doubt, Missbeez does not provide tax receipt for the payment. You shall ask the service provider directly for a tax receipt or an invoice.

4.6. If your primary Account credit card is determined to be expired, invalid or otherwise not able to be charged, you agree to provide an alternative credit card or PayPal information to submit the charges for the services received using the App.

5. CANCELLATION POLICY

5.1. Orders can be cancelled by the User prior to the Appointment Time, free of Charge.

5.2. Cancellation of an order following the User's meeting with the Service Provider, at any appointment destination agreed by the parties (the "Meeting"), shall result in a Charge of 50 NIS to the User.

5.3. Late arrival of any party of more than 30 minutes after the Appointment Time, without approval of the other party, shall entitle such other party to cancel the Services ordered, free of Charge.

5.4. Notwithstanding anything above, three cancellations by User may result in Account removal from the App.

6. LICENSE

6.1. Subject to your compliance with these Terms, Missbeez grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable license to access and use the App, solely in connection with your use of the Services; Any right not expressly granted herein, is reserved by Missbeez and Missbeez's licensors.

7. INTELLECTUAL PROPERTY

7.1. Missbeez is the owner and/or the licensee of all intellectual property rights (registered and unregistered) in the App, and in the material published on it other than any third party intellectual property rights. Those works are protected by copyright laws, trademark laws and treaties around the world. All such rights are reserved.

7.2. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the App are Missbeez's Trademarks (registered and unregistered) other than any third party intellectual property rights. Missbeez's Trademarks may not be used in connection with any product or service that is not its own, including, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Missbeez.

7.3. In addition, text, graphics, logos, icons, images, audio clips, video clips, digital downloads, data compilations, interactive content and scripts are Missbeez's intellectual property and may not be copied, used or imitated without the prior written consent of Missbeez. The compilation and appearance of all content on the App is the exclusive property of Missbeez. Nothing contained on the App should be construed as granting, by implication, or otherwise, any license or right to use any of Missbeez's intellectual property rights or those of any third party without Missbeez's express written permission, except for the limited license granted above.

7.4. Your misuse of the intellectual property displayed on the App, or any other content on the App is strictly prohibited.

7.5. Missbeez's status (and that of any identified contributors) as the authors of material on the App and the owners of the intellectual property on the App must always be acknowledged.

7.6. You are also advised that we will enforce Missbeez's intellectual property rights to the fullest extent permitted by law. If Missbeez decides not to enforce or exercise its legal rights in respect of a breach of its intellectual property rights at any given time, this does not prevent Missbeez from later exercising or enforcing such rights.

8. RESTRICTIONS

8.1. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Missbeez; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

8.2. You agree that you will not provide and/or upload any User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Missbeez in its sole discretion, whether or not

such material may be protected by law. Missbeez may, but shall not be obligated to, review, monitor, or remove User Content, at Missbeez sole discretion and at any time and for any reason, without notice to you.

8.3. Any breach of provisions of this section 7, shall be considered a material breach of these Terms and may result in: (i) the termination of the User's registration to the App; (ii) permanent exclusion from the use of the App (including blocking the IP address of the User), and (iii) Missbeez addressing the relevant legal authorities, in which such offense or offenses is in their jurisdiction. It is hereby clarified that Missbeez may act against the User through all legal means at its disposal in the event of a breach of the provisions of section 7.

9. THIRD PARTY SERVICES AND CONTENT.

9.1. All Services may be made available or accessed in connection with third party services and content (including advertising) that Missbeez does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Missbeez does not endorse such third party services and content and in no event shall Missbeez be responsible or liable for any products or services of such third party providers.

9.2. Additionally, Apple Inc., Google, Inc., Microsoft Corporation, BlackBerry Limited or other Mobile platforms will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

10. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

10.1. DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." MISSBEEZ DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, MISSBEEZ MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. MISSBEEZ DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

10.2. LIMITATION OF LIABILITY. MISSBEEZ SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF MISSBEEZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MISSBEEZ SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF MISSBEEZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MISSBEEZ SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MISSBEEZ'S REASONABLE CONTROL. IN NO EVENT SHALL MISSBEEZ'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE TOTAL AMOUNT RECEIVED BY MISSBEEZ FROM YOU.

10.3. MISSBEEZ'S SERVICES MAY BE USED BY YOU TO REQUEST SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT MISSBEEZ HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED

TO SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

10.4. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 9 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

11. INDEMNITY

11.1. You agree to indemnify and hold Missbeez and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Missbeez's use of your User Content; or (iv) your violation of the rights of any third party, including third party providers.

12. GENERAL TERMS

12.1. These Terms do not create any partnership, employment, agency or other relationship not herein specifically and explicitly agreed. There are no third-party beneficiaries of these Terms.

12.2. You may not assign your rights under these Terms, in whole or in part, to any third party without Missbeez's prior written consent, and any attempt by you to do so will be null and void.

12.3. Should any part of these Terms be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect.

12.4. Failure by us to enforce any provision of these Terms will not be considered a waiver of the right to enforce such provision. Our rights hereunder will survive any termination or expiration of these Terms.

12.5. These Terms will be governed by the laws of the State of Israel. You agree that the courts located in Tel-Aviv will have exclusive jurisdiction over any dispute between you and us.

12.6. Unless a specific agreement is signed by you and us, these Terms constitute the entire and only agreement between you and us, and supersede all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter hereof.
