

Terms and Conditions

GENERAL TERMS AND CONDITIONS OF USE

The www.sporita.com website (the "Website") is maintained by Sporita a private limited liability company incorporated under Israeli law and registered in Israel whose registered office is at Rothschild 20 st, Tel Aviv, 6688123 ("SPORITA", "We", "Us" or "Our").'

These are the terms and conditions (the "Conditions"), which apply to the use of the Website by you (the "Users"). By accessing any section (including sub-domains) of the Website or any other websites that we own and/or have registered on the Website, you agree to be bound by the Conditions and our Privacy Policy and are deemed to have accepted and understood all the Conditions.

The Website is provided for the benefit of Users who are 18 years old or older. If you are not over the age of 18 or do not agree to be bound by the Conditions, you may not use the Website and we will have the right to restrict or prevent your access to the Website.

Please read the Conditions carefully and if you do not accept the Conditions, do not use the Website.

Reference to "you", "your" or the "user"/"User" is a reference to any person using the Website or the services of SPORITA and/or any registered user of SPORITA.

SCOPE OF SERVICES

SPORITA provides access to premium content generated by our service through the Website and email newsletter. Access is based on subscription model. Premium content consists of predictions of future results of sport events and advice (tips) on how and where to place a bet in order to win. Our unique algorithm generates content based on statistics and news analysis.

SPORITA does not take money by gambling. SPORITA does not accept any form of gambling, betting or wagering.

SPORITA is just advisory service. Any information published by SPORITA is for informational and entertainment purposes only.

SPORITA is not responsible for any win, loss or damage for the user, either

direct or indirect, as a result of using this information for gambling or betting.

By signing up for a periodical newsletter you are consenting and allowing us to send you emails containing free analysis and specials, industry news and more. We will provide this information to you free and assure you that your email or private information will not be sold, traded or given away to anybody. To be added to our newsletter list, simply mark the appropriate box to add your email to the list.

PAYMENT REQUIREMENT

The User is to be billed in advance by SPORITA for the subscription offered. Before the subscription is available for use, the User must accept the Conditions as presented. User, by purchasing our service for the desired period of time in one of the three subscription models as described below, gets access to the member's private area, secured by login name and password.

Payment methods

Users pay instantly on the Website. Access to premium content becomes valid as soon as the payment is approved. Prices for using SPORITA are subject to change upon 14 days notice from SPORITA. Such notice may be provided at any time by posting the changes to the Website or the administration menu of your SPORITA account via an announcement.

Users can sign-up by filling in the form on the Website. Paypal is the only form of payment currently available on our website (We will be adding more payment methods soon). By the time the transaction is approved - the user has access to the premium content. The subscription is renewed automatically at the end of each subscription period. In order to cancel the automatic subscription please log in to your Paypal account and cancel your subscription according to their instructions.

In the event if, at the day of prolongation of your subscription, we are not able to charge you due to insufficient balance of funds available at your account or credit card, we will try to charge you again during the following 3 days and if we are still not able to charge you, prolongation of your subscription will be cancelled (with no obligation for you to pay for such

prolongation).

The user has 14 calendar days to claim a full refund from the date he purchased a subscription. This applies only to first time subscription.

Credit Card/ Paypal

Payment models

There are three payment models available:

a) 2 Month access - (each 60 days -is considered one month, automatically prolonged for subsequent 60 day periods if not terminated by the User (“Recurring Access”);

b) 4 Month- access (automatically prolonged for subsequent 120 day periods if not terminated by the User (“Recurring Access”);

c) 6 Month- access (automatically prolonged for subsequent 180 day periods if not terminated by the User (“Recurring Access”);

USER OBLIGATIONS

Users must read, agree with and accept all of the Conditions and the Privacy Policy before the may become a member of SPORITA.

Users will not:

1. use the Website (or any part of it) for any illegal purpose and agree to use it in accordance with all relevant laws;
2. upload or transmit through the Website (i) any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or (ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or anxiety;
3. use the Website in a manner which (i) may cause the Website to be

interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired or (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy);

4. create or publish a hypertext link to any part of the Website or attempt any unauthorized access to any part or component of the Website.
5. reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, without the express written permission of SPORITA.

Users must provide their full legal name, a valid email address, and any other information needed in order to complete the signup process and are responsible for keeping their password secure. SPORITA cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.

The User is not allowed to share or reproduce purchased information with anyone.

OUR ENTITLEMENTS

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you and confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website;
2. change these Conditions from time to time. Your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. All changes will be published on the Website. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website;
3. monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints relating to the Website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your

access and/or removing any materials from the Website).

We will use our reasonable endeavors to maintain the Website. You will not be eligible for any compensation because you cannot use any part of the Website because of a failure, suspension or withdrawal of all or part of the Website for any reason.

ACCOUNT

In order to use the services offered at the Website the user must have a valid account.

SPORITA allows all its users to choose their own username and password combination. The username you choose must not be obscene, threatening, menacing, racist, offensive, derogatory, defamatory or in violation of any intellectual property or proprietary rights of any third party and if we consider, in our sole and absolute discretion, that the username selected by you is inappropriate we reserve the right to reject and prevent your use of such username at any time with or without notice to you.

After you have created an account with us, you will subsequently be required to enter your username and password in order to access your account and make use of the Website. Users must keep the information about their username and password secret and confidential as you are responsible for any activities taking place on your account.

All information supplied when registering with the Website must be accurate and complete in all respects.

As part of the registration process, we may supply your information details to authorized credit reference agencies to confirm your identity and payment card details. You agree that we may process such information in connection with your registration.

The account is subject to Israeli law. All transactions concerning this account are processed as per Israeli law.

Upon clicking on the "Join Sporita" button on our registration page the user will be presented with our registration form which includes the mandatory insertion of personal details and account details including a valid email address, username and password. The user is also requested to confirm that he is over 18 years of age and that he has read and accepted our Conditions and the Privacy Policy.

Users have the right to correct and/or erase wrong or inappropriate data at any time.

Users have the right to close their account without giving any reason. In order to do so, the user has to inform SPORITA via e-mail. As soon as SPORITA has received such an e-mail the user's account will be closed accordingly.

YOUR PERSONAL DATA

We respect your personal data and shall deal with it in accordance with our Privacy Policy and applicable Israel Data Protection legislation.

LIMITATION OF LIABILITY

Whilst we will use reasonable endeavors to verify the accuracy of any information we place on the Website we make no warranties, whether express or implied in relation to its accuracy. Your use of the Website is at your sole risk. Opinions given and forecasts made represent the views of SPORITA only. You acknowledge that we shall have no liability of any kind whatsoever arising out of any decisions that you make as a result of viewing the Website.

The Website is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory. No warranty of any kind is made in relation to accuracy, reliability or content. SPORITA does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Website will meet your expectations. We make no warranty that the Website will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server which makes it available or services offered on the Website whether by us or on our behalf are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website. You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Website and any information provided to or taken from the Website by you.

In no event shall SPORITA or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection

with our Website, our services or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, SPORITA partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. We will not be liable in contract, tort (including, without limitation, negligence) or otherwise for any economic losses or any loss of goodwill or reputation or any special or indirect or consequential losses, howsoever arising and in any case whether or not such losses were within the contemplation of either of us at the date on which the event giving rise to the loss occurred. Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, or any liability in the tort of deceit.

Your computer equipment and internet connection may affect the performance and/or operation of the Website. SPORITA does not accept any liability for any failures or issues that arise due to your equipment, internet connection or internet or telecommunication service provider (including, for example, if you are unable to view or receive certain information).

The User is responsible to comply with his local laws to avoid breaking the laws in his country.

INTELLECTUAL PROPERTY AND RIGHT TO USE

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Except for personal information, any information you submit to the Website will not be treated confidentially and you acknowledge that we may use such information for any purposes subject to these Conditions.

TERMINATION

We may terminate or suspend your use of the Website at any time and without warning if you are in breach, or if we have reasonable grounds to believe that you are in breach, of any of the Conditions. We reserve the right to refuse service to anyone for any reason at any time.

You may cancel your account at any time by emailing support@sporita.com. Once your account is cancelled all of your content will be immediately deleted from the Website. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.

We reserve the right to modify or terminate the Website for any reason, without notice at any time. Without limiting any other remedies, we may suspend or terminate your account if we suspect that you have engaged in fraudulent activity in connection with the Site.

Verbal or written abuse of any kind (including threats of abuse or retribution) to any SPORITA user, employee, member, or officer will result in immediate termination of your account.

GENERAL PROVISIONS

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

These Conditions (as amended from time to time) contain the entire undertaking and understanding between us in respect of all matters which are referred to herein and supersede any prior written or oral agreement between us relating to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions.

Please confirm that, in agreeing to accept these Conditions, you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions. However, nothing in these Conditions purport to exclude liability for any fraudulent statement or act.

The Conditions will be exclusively governed by and construed in accordance with the laws of Israel whose Courts will have exclusive

jurisdiction in any dispute.

CONTACT

Users may send an email to the following address: support@sporita.com if they have any questions or require any information about the Website or the Conditions and the status of their registration. SPORITA undertakes to answer these questions or requests for information as soon as possible.

PRIVACY

www.SPORITA.com (the “Website”) is maintained by SPORITA, a private limited liability company incorporated under Israeli law whose registered office is at Rothschild 20 st, Tel Aviv, 6688123 (“SPORITA”, “We”, “Us” or “Our”).

The privacy of users (“you” or “your”) of the Website is important to us. As part of the normal operation of our services we collect and, in some cases, disclose information about you which may include personal data (as defined in the Act of 29 August 1997 on the Protection of Personal Data, unified text: Journal of Laws of 2002 No. 101 item 926 with amendments). The purpose of this Privacy Statement is to describe what information we collect about you and how that information might be used. This Privacy Statement is incorporated into and subject to the terms of the Website Terms of Use (the “Conditions”).

We will be happy to answer any enquiries from you regarding this Privacy Statement, the personal information we hold about you or the use we make of it. If you have any queries, comments, or if you wish to correct or update the data we hold about you, please either email us at support@sporita.com or write to us at:

SPORITA
Rothschild 20 st
Tel Aviv
6688123

WHAT PERSONAL DATA DO WE COLLECT AND USE?

PUBLIC AREAS

If you are merely visiting the public area of the Website, we do not collect

any personal information about you.

REGISTERED USERS, SUBSCRIBERS AND CONTACT FORMS

If you choose to become a registered user of the Website, subscribe to any of our newsletters or fill out a contact form (together “Registered User”), we will collect and hold information about you which you voluntarily share with us when you apply to become a Registered User. The personal information collected by us will include your user name, (e-mail) address, password, but may also include additional information necessary to provide you with the service you request, for example your credit card details or other information about yourself, your preferences or your experiences that you voluntarily share with us.

We may occasionally send you promotional emails about services offered by us or announcements pertaining to our services. If at any time you no longer wish to receive such mailings, you can opt out by either clicking on the “unsubscribe” link included in the email or by contacting us via the email.

We will not disclose or sell your personal information to any other company or organization unless we are required to do so by law or we in good faith believe that such action is necessary to comply with the law. We may share this personal information with our network of vendor partners, who are trusted third party business partners. Please confirm that you consent to the sharing of such information by ticking the box below.

The insert opt-in box must be left free to be ticked by the Registered User with the following phrase – I agree to you sharing my personal information with your third party trusted business partners.

COOKIES

When you visit the Website, we will automatically track certain usage information. For this purpose we place cookies on your computer. A cookie is a computer file which we send to your computer and that your computer sends back to us each time you make a request from our website. Cookies help us recognize you when you visit our site again. This usage information is used to enable us to understand how our website is navigated, how many visitors arrive at specific pages, when specific pages were accessed, the length and frequency of stays at the Website, language used the variety of searches of our website’s databases, the types of browsers and

computer operating systems used by our users and users' Internet Protocol addresses. Please note: most Internet browsers automatically accept cookies, but you can instruct your browser not to accept cookies or to prompt you before accepting cookies from the sites you visit. If you decide not to accept our cookies, we will still enable you to access and use the facilities on the Website

LINKS TO EXTERNAL SITES

The Website provides links to other websites or resources. Please acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources. The use of any links to other websites and resources is entirely at your own risk and it is your responsibility to check and comply with the terms and conditions of any linked web sites visited. You should carefully review the privacy statements or policies on any other site that you visit as those privacy statements or policies will apply to your visit to that site and they may differ greatly from our privacy policy.

CONSENT

By accepting the Conditions or by using the services on the Website, you consent to the collection and use of your personal data by us for the purposes outlined above and for any other purpose which is reasonably necessary for the provision or proper administration of the Website service in accordance with the Conditions.

Please note that we retain the right to contact you about matters relating directly to the services for which you have subscribed.