

## PLAYERMAKER API TERMS

Last updated: January 11, 2022

These API terms of use (“**Terms**”) are entered into with Motionize Israel Ltd. and its affiliates (“**Motionize**”, “**Playermaker**”, “**we**”, “**our**” or “**us**”) and you (“**you**”). These Terms supplement and are part of the Club Service Terms and Conditions or the PMI Terms and Conditions of Sale (as applicable) (the “**Agreement**”) made between the parties. References to “**you**” in these Terms include the legal entity on whose behalf you are acting (the “**Organization**”), and you represent that you have the authority to accept these Terms on the Organization’s behalf.

WHEREAS, you wish to instruct Playermaker to activate a feature that allows you to transfer your data (including, personal data) to Third Parties (as defined below) engaged by you, using the Playermaker Application Programming Interface (“**API**”) that Playermaker may make available to you;

WHEREAS, Playermaker agrees, subject to your acceptance to these Terms, to provide such API feature to you (the “**Playermaker API Export**”); and

NOW, THEREFORE, in consideration of the foregoing and these Terms, each Party hereto agrees that the Agreement is hereby supplemented as follows:

1. Applicability of these Terms: The Agreement and these specific Terms shall at all times govern and apply to the Playermaker API Export, even if you have executed or signed another agreement with Playermaker, which limits the applicability of these Terms to you through an “Entire Agreement” or similar clause. To the extent of any conflict or inconsistency between the Agreement and these Terms, these Terms shall prevail in relation to the Playermaker API Export.
2. Using the Playermaker API Export. Subject to these Terms, you may access and use the Playermaker API Export, strictly for and on behalf of the Organization and only for the purposes we have specified for the Playermaker API Export. You are solely responsible for all costs, expenses, losses and liabilities you incur with respect to activities you undertake in connection with the use of the Playermaker API Export and the Content (as defined below). You assume sole and exclusive responsibility to carry out such actions as you deem appropriate as a result of the Content. Playermaker has no responsibility or liability, regarding your reliance upon, or use of, Content, the actions or omissions you take (or refrain from taking) in connection with the Content, or any consequences resulting therefrom.
3. Third Party Recipients. By accepting these Terms and in any event by using the Playermaker API Export, you request and instruct Playermaker to activate the Playermaker API Export on Playermaker's platform, so that the Organization (and the Organization's users) will be able to transfer and/or export Content (as defined below) from Playermaker's platform in a non-encrypted format to third parties (that are not owned or controlled by Playermaker) engaged by you (“**Third Parties**”). For the avoidance of doubt, these Third Parties are not Playermaker's sub-processors, vendors or service providers. We have no control over such Third Parties and, therefore, Playermaker does not assume any responsibility or liability for the Content shared with, and the policies of, such Third Parties, their privacy and data-processing practices, their security practices, their availability commitments and/or for any other act or omission of any Third Party. If you use the Playermaker API Export to transfer any Content to Third Parties, you do so at your own risk. Accordingly, we encourage you to be cautious and to read the terms and conditions and privacy policy of each Third Party before activating the Playermaker API Export. If you have any query or complaint regarding a Third Party, you shall contact the Third Party directly. You assume sole and exclusive responsibility to carry out such actions and compliance checks as you deem appropriate. Playermaker shall have no responsibility or liability, regarding your reliance upon, or use of, or transfer of the Content, the actions or omissions you take (or refrain from taking) in connection with any of the foregoing, or any consequences resulting therefrom. For purposes of these Terms, “**Content**” means any information, text, data, personal data, performance results, analytics, statistics, reports, messages, sensitive and/or confidential information obtained through your use of the Playermaker software product and any other materials uploaded, posted, displayed or otherwise transmitted via the Playermaker API Export.
4. Your Representations. While using the Playermaker API Export, you (and anyone acting on your behalf) shall represent, warrant and covenant that: (i) your use of the Playermaker API Export (including, the Content that you decide to share via the Playermaker API Export) shall be only (a) in a lawful manner and in compliance with any and all applicable laws, including, without limitation, privacy laws; (b) in accordance with these Terms; (c) in a manner that does not infringe, misappropriate or otherwise violate any of Playermaker's rights or those of any other person or entity; and (d) in a manner consistent with Playermaker's policies; and (ii) you are solely responsible and liable to comply with your own obligations under privacy laws, including, without limitation, transparency requirements, to have a legal basis, legal ground and/or authorization of the data subjects to collect their data and to instruct Playermaker to share such data via the Playermaker API Export as well as to execute the relevant data-agreements with such Third Parties (when required to you under applicable privacy laws). You are solely responsible

and liable to ensure that any Third Party network, operating system, servers, databases, and computer systems for which you instruct Playermaker to transfer Content (through the Playermaker API Export) is properly configured to secure such Content.

5. Restrictions. You may not use the Playermaker API Export in order to develop, or create, or permit others to develop or create, a product or service similar or competitive with the Playermaker API Export. You may not perform or attempt to perform any of the following in connection with the Playermaker API Export: (i) breach the security of the Playermaker API Export, identify, probe or scan any security vulnerabilities in the Playermaker API Export, or accessing Content not intended for you or the Organization; (ii) interfere with, circumvent, manipulate, overload, impair or disrupt the operation, or the functionality of the Playermaker API Export, or reverse engineer or disassemble the Playermaker API Export; (iii) work around or circumvent any technical limitations in the Playermaker API Export; (iv) use any tool to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Playermaker API Export; (v) impersonate any person or entity, or make any false statements pertaining to your identity; (vi) use the Playermaker API Export in a scope or manner that may adversely impact the availability, stability or responsiveness of the Playermaker API Export; (vii) send any virus, worm, Trojan horse or other malicious or harmful code or attachment; (viii) transmit, or attempt to transmit spam messages or communications. YOU MAY NOT USE THE PLAYERMAKER API EXPORT OR THE CONTENT: (A) FOR ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY APPLICABLE LAW, INCLUDING LAWS RELATED TO EXPORT CONTROL, SPAMMING, PRIVACY, INTELLECTUAL PROPERTY, COMPUTER ACCESS, CONSUMER AND CHILD PROTECTION, OBSCENITY OR DEFAMATION; OR (B) IN ANY MANNER THAT IS HARMFUL, THREATENING, ABUSIVE, HARASSING, TORTIOUS, DEFAMATORY, VULGAR, OBSCENE, LIBELOUS OR SIMILARLY OFFENSIVE.
6. Intellectual Property. Except for the limited use of the Playermaker API Export permitted pursuant to these Terms, these Terms do not grant you or assign to you, any license, right, title, or interest in or to the API and/or the Playermaker API Export or the intellectual property rights therein. All rights, title and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the API and/or the Playermaker API Export or any part thereof, including computer code, are and will remain at all times, owned by, or licensed, to Playermaker.
7. Disclaimer of Warranty. WE DO NOT GUARANTEE, NOR DO WE MAKE ANY REPRESENTATION, AND WE PROVIDE NO WARRANTY REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE PLAYERMAKER API EXPORT OR API OR THE CONTENT OR REGARDING THE EXPECTED BUSINESS RESULTS, OUTCOME OR OPERATIONAL BENEFITS FROM UTILIZING THE PLAYERMAKER API EXPORT. THE PLAYERMAKER API EXPORT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS" AND YOUR USE OF THE PLAYERMAKER API EXPORT IS AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLAYERMAKER API EXPORT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY AND PERFORMANCE.
8. Limitation of Liability. IN NO EVENT SHALL PLAYERMAKER BE LIABLE, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR FOR ANY LOSS OF USE OR DOWNTIME, LOSS OF PROFITS, SAVINGS OR REVENUES, LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS OF OR CORRUPTION TO DATA AND/OR CONTENT, ANY DAMAGE RELATING TO THE PROCUREMENT OF ANY SUBSTITUTE SERVICES. FOR THE AVOIDANCE OF DOUBT, NONE OF THE TYPES OF LOSS REFERRED TO IN THE PRECEDING SENTENCE SHALL CONSTITUTE DIRECT LOSS FOR THE PURPOSES OF THESE TERMS.  
  
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AND AGGREGATE LIABILITY OF PLAYERMAKER, ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON PLAYERMAKER'S OR THEIR BEHALF, FOR ANY AND ALL DAMAGES TO THE ORGANIZATION ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLAYERMAKER API EXPORT AND/OR API, SHALL BE LIMITED TO THE GREATER OF \$100 US (ONE HUNDRED USD) OR THE FEES FOR THE PLAYERMAKER API EXPORT HEREUNDER (IF ANY) THAT ORGANIZATION ACTUALLY PAID PLAYERMAKER IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.
9. Term and Termination. These Terms shall commence upon your acceptance of these Terms and/or use of the Playermaker API Export and shall terminate with/upon the earlier of (i) the expiration or termination of the

Agreement (subject to the relevant terms thereof) or (ii) five (5) business days after you receive the confirmation of a Playermaker representative with respect to your notification sent to [\[info@playermaker.co.uk\]](mailto:info@playermaker.co.uk) by you expressing your decision to deactivate the Playermaker API Export. Notwithstanding anything to the contrary, this section and the following provisions of these Terms shall survive: 1, 2, 3, 5, 7 and 8.