

BEAMM.IO TERMS OF USE

Last revised: October 1, 2020

Beamm.io, Inc. and its subsidiaries and affiliates (collectively, “**Beamm**”, “**our**”, “**we**”, “**us**”) welcomes you to our properties and services.

1. ACCEPTANCE OF THE TERMS

By entering to, connecting to, accessing or using our Services (as defined below), and before becoming a Beamm User (as defined below), you acknowledge that you have read, understood and agreed to be bound by the following terms of use, available at: www.beamm.io/tou (the “**Terms of Use**”), including the terms of our privacy policy, at: www.beamm.io/privacy (the “**Privacy Policy**”) and our cookie policy, at: <http://www.beamm.io/cookie-policy> (the “**Cookie Policy**”, together with the Privacy Policy and the Terms of Use, these “**Terms**”), and to comply with all applicable laws and regulations regarding your use of our Services.

You acknowledge and agree that these Terms constitute a binding and enforceable legal contract between Beamm and you, that Beamm may amend these Terms at any time by posting the relevant amended and restated Terms on Beamm’s Services, and such amendments to these Terms are effective as of the date of posting. Your continued use of the Services after the amended Terms are posted to Beamm’s Services constitutes your agreement to, and acceptance of, the amended Terms.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT TO, ACCESS OR USE THE SERVICES IN ANY MANNER.

2. KEY TERMS

“**Account**” means the key through which a User can access and use the Application, which is being obtained by the User following a registration process (as described in Section 4 below).

“**Application**” means Beamm’s face-to-face marketplace application whether downloaded from our Services or accessed through our third-party eCommerce Partners’ platforms or on any other platforms where we may make our Application available.

“**Beamm User**”, “**User**” or “**you**” mean any individual that visits or transacts via a Store, the Store Host and the users under Host Accounts.

“**eCommerce Partners**” means the eCommerce Platforms where we may make our Application available, e.g. Shopify, Magento, WordPress etc. For a list of our current eCommerce Partners please click [here](#).

“**Host Account(s)**” means the one or more Host Accounts, where a Host may allow other people to access the Account.

“**Services**” means, collectively, the Website, the Application, all our marketing and advertising activities, and other services that Beamm may provide to you from time to time, on all media and platforms.

“**Store**” means the online store associated with a Beamm Account.

“**Store Host**” means the person signing up for the Services by opening an Account. For the purpose of our Terms of Service, the Store Host will be the person who is authorized to use any corresponding Account we may provide to the Store Host in connection with the Services.

“**User Materials**” means all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on the Services or in connection with an Account.

“**Website**” means our own and operated website, available at: www.beamm.io.

3. ELIGIBILITY TO ACCESS AND USE THE SERVICES

No part of the Services is directed to persons under the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that persons under the age of eighteen (18) are not using the Services. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Services, we will prohibit and block such User from accessing the Services and will make all efforts to promptly delete any Personal Information. By using the Service, you affirm that either you are at least 18 years of age or have been authorized to use the Service by your parent or legal guardian who is at least 18 years of age.

4. BEAMM ACCOUNT; GENERAL TERMS

- Each User must register for a Beamm Account by providing a full legal name, a valid email address, and any other information indicated as required. Beamm may reject your application for an Account, for any reason, in our sole discretion.
- You acknowledge that Beamm will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you.
- A breach or violation of any term in these Terms of Service, may result in an immediate termination of your access to our Services.
- If you are signing up for the Services on behalf of your employer, your employer shall be the Store Host, and you represent and warrant that you have the authority to bind your employer to our Terms of Service.
- The Store Host is responsible and liable for any acts, omissions and defaults arising from use of Host Accounts in the performance of obligations under these Terms of Service as if they were the Store Host's own acts, omissions or defaults.
- We reserve the right to modify or terminate the Services for any reason, without notice at any time. Not all Services and features are available in every jurisdiction and we are under no obligation to make any Services or features available in any jurisdiction.
- You are responsible for all User Materials.
- We may, but have no obligation to, remove User Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered via a Store, or the User Materials uploaded or posted to a Store, violate these Terms of Service or applicable law.
- Verbal or written abuse of any kind (including threats of abuse or retribution) of any Beamm customer, Beamm employee, member, or officer will result in immediate Account termination.
- Beamm does not pre-screen User Materials and it is in our sole discretion to refuse or remove any User Materials from the Services, including your Store.
- We reserve the right to provide our Services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Beamm employees and contractors may also be Beamm Users and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.
- Beamm retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful Store Host. If we are unable to reasonably determine the rightful Store Host, without prejudice to our other rights and remedies, Beamm reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.
- We reserve the right to refuse service to anyone for any reason at any time.

5. USE RESTRICTIONS

There is certain conduct which is strictly prohibited on the Services. Please read the following restrictions carefully. Your failure to comply with the provisions set forth below may, at Beamm's sole discretion, result in the termination of your access to the Services and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, scrape, modify, create derivative works of, adapt, emulate, translate, reverse engineer, compile, decompile or disassemble any portion of the content on the Services and any other information, documents, material and data available on the Services (collectively, the "**Content**") or any Intellectual Property (as defined below) in any way, or publicly display, perform, or distribute the Content or Intellectual Property, without Beamm's prior written consent; (ii) make any use of the Content on any other services or networked computer environment for any Beamm, or replicate or copy the Content without Beamm's prior written consent; (iii) create a browser or border environment around the Services and/or Content, link, including in-line linking, to elements on the Services, such as images, posters and videos, and/or frame or mirror any part of the Services, unless as expressly permitted hereunder; (iv) transmit, distribute, display or otherwise make available through or in connection with the Services any content, which may infringe third party rights, including Intellectual Property rights and privacy rights, or which may contain any unlawful content; (v) transmit or otherwise make available in connection with the Services, and/or use the Services to distribute and/or otherwise transmit any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Services, or the servers or networks that host the Services or make the Services available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (vii) use the Content and/or the Services for any illegal, immoral or unauthorized Beamm.

6. CONFIDENTIALITY

"**Confidential Information**" means any and all information disclosed, provided or made accessible by, or on behalf of, one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether in writing, orally or in any other form, including information which, given the nature of the information or material, or the circumstances surrounding the disclosure or provision, reasonably should be understood to be confidential or proprietary. Confidential Information does not include information that: (i) is already or becomes generally known or available to the general public through no breach of these Terms of Use; (ii) is already known to the Receiving Party at the time of disclosure without breach of confidentiality, as evidenced by Receiving Party's written records; (iii) is rightfully disclosed to the Receiving Party by a third-party, who is not in breach of an obligation of confidentiality; (iv) is independently developed by the Receiving Party without use of any of the Confidential Information of the Disclosing Party, as evidenced by Receiving Party's written records; (v) is disclosed pursuant order of a government agency or a court, provided that the Receiving Party, (a) notifies the Disclosing Party of such disclosure so that the other Party may seek appropriate remedy; and (b) uses reasonable efforts to limit such disclosure.

Neither Party shall disclose any Confidential Information to any third-party; provided, however, that a Party may disclose Confidential Information to its employees, agents and/or independent contractors to whom disclosure is reasonably required provided that such individuals and entities have agreed to keep such information confidential in the same or a substantially similar manner as provided hereunder. Neither Party will use any Confidential Information except as expressly permitted by, or as required to achieve the purpose of these Terms of Use. Each Party will take reasonable security precautions to protect and safeguard the Confidential Information against any unauthorized use, disclosure, transfer or publication, with at least the same degree of care and precaution as it uses to protect its own Confidential Information, but in no event with less than reasonable care.

7. PRIVACY POLICY

We respect the privacy of our Users and are committed to protecting the information you share with us in connection with the Services. Our policy and practices and the type of information collected are described in our [Privacy Policy](#). If you intend to connect to, access or use the Services or any content or feature therein, you must first read and agree to the Privacy Policy.

8. LIMITED LICENSE

Beamm is granting you with a limited, personal, not exclusive, non-assignable, not-tradeable, non-sub-licensable, fully and immediately revocable at Beamm's discretion, license to use the Website, the Application, and any Content made available for download, including any report, trial or demo we make available to you on the Website, Application and Services (the "**Beamm Materials**"), all subject to the terms and conditions in these Terms. These Terms do not entitle you with any right in the Services, the Content or the Beamm Materials, rather than a limited right to use the same in accordance herewith. The Beamm Materials are made available to you subject to the terms of Sections 4 above, for your own personal limited use. Without derogating from the restrictions set forth under these Terms, and in addition thereto, you may not: (i) distribute the Beamm Materials or any part thereof, directly or indirectly; (ii) make or allow any third-party to make any commercial use of the Beamm Materials; and (iii) modify, add, subtract, aggregate or otherwise make any derivative work of the Beamm Materials or allow a third party to do so.

You hereby agree that upon Beamm's request you will immediately return all Beamm Materials, purge your systems from any Beamm Materials and ensure that no copies, extracts or other reproductions are retained by you.

9. FEEDBACK

In the event that you provide Beamm with any suggestions, comments or other feedback relating to Services and/or Beamm products and/or services (collectively, "**Feedback**"), such Feedback is deemed as the sole and exclusive property of Beamm and you hereby irrevocably assign to Beamm all of its rights, title and interest in and to all Feedback, if any, and waives any moral rights to it (or anyone on its behalf) may have in such Feedback. Without derogating from the foregoing, you hereby represent and warrant that you shall not provide any Feedback which is subject to any third-party rights or any limitations, and, without derogating from the foregoing, shall promptly inform Beamm as soon as you become aware of any third-party right or limitation which may apply to Feedback already provided.

10. SUBSCRIPTION FEES; PAYMENT TERMS; TAXES

You will pay the Fees applicable to your subscription to the Application ("**Subscription Fees**") and any other applicable fees, and any fees relating to your purchase or use of any products or services ("**Additional Fees**"). Together, the Subscription Fees and the Additional Fees are referred to as the "**Fees**". You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. Beamm will charge applicable Fees to any valid payment method that you authorize ("**Authorized Payment Method**"), and Beamm will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments shall be in U.S. currency. Subscription Fees are paid in advance and will be billed in 30 day intervals or other intervals (each such date, a "**Billing Date**"). Additional Fees will be charged from time to time at Beamm's discretion. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Store Host via the email provided. As well, an invoice will appear on the Account page of your Store's online dashboard. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees. Any Fees not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Unless otherwise provided, all

Fees are non-refundable and payable in advance, exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable law, the eCommerce Partners and under this Agreement. Unless otherwise agreed between the Parties, Store Host will be responsible for payment of such Indirect Taxes. Beamm shall include the Indirect Taxes on its invoice to Store Host and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Beamm will be responsible for payment of direct taxes imposed on its net income or gross receipts.

11. INTELLECTUAL PROPERTY RIGHTS

"**Intellectual Property**" means proprietary and intellectual property rights, including the Beamm Materials, Content, the Services, its logos, graphics, icons, images, as well as the selection, assembly and arrangement thereof, Beamm's proprietary software, algorithms and any and all intellectual property rights pertaining thereto or otherwise to the Services, including, without limitation, inventions, patents and patent applications, trademarks, trade names, logos, copyrightable materials, graphics, text, images, designs (including the "look and feel" of the Services and any part thereof), specifications, methods, procedures, information, know-how, data, technical data, interactive features, source and object code, files, interface and trade secrets, whether or not registered and/or capable of being registered, and any and all Feedback.

The Intellectual Property and any enhancement, modification or derivative thereof is exclusively owned and/or licensed to Beamm and is subject to copyright and other applicable intellectual property rights under Israeli laws, foreign laws and international conventions.

"**Beamm**" and all logos and other proprietary identifiers used by Beamm in connection with the Services, ("**Beamm Trademarks**") are all trademarks and/or trade names of Beamm, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on or with respect to the Services belong to their respective owners ("**Third-Party Marks**"). No right, license, or interest to Beamm Trademarks and/or to the Third-Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to Beamm Trademarks or the Third-Party Marks and therefore you will avoid using any of those marks, unless expressly permitted herein.

You are hereby prohibited from removing or deleting any and all copyright notices, restrictions and signs indicating proprietary rights of Beamm and/or its licensors, including copyright mark [©] or trademark [® or ™] contained in or accompanying the Services, and you represent and warrant that you will abide by all applicable laws in this respect. You are further prohibited from using, diluting or staining any name, mark or logo that is identical, or confusingly similar to any of Beamm marks and logos, whether registered or not.

12. THIRD-PARTY COMPONENTS

The Services may use or include third-party software, files and components that are subject to open source and third-party license terms ("**Third-Party Components**"). Your right to use such Third-Party Components as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third-Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third-Party Components and these Terms, the licensing terms of the Third-Party Components shall prevail only in connection with the related Third-Party Components and only to the extent of such conflict. These Terms do not apply to any Third-Party Components accompanying or contained in the Services and Beamm disclaims all liability related thereto. You acknowledge that Beamm is not the author, owner or licensor of any Third-Party Components, and that Beamm makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third-Party Components. Under no circumstances shall the Services or any portion thereof (except for the Third-Party Components contained therein) be deemed to be "open source" or "publicly available" software.

13. AVAILABILITY

The Services' availability and functionality depend on various factors, such as communication networks, software, hardware, and Beamm's eCommerce Partners and other contractors. Beamm does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, that they will be immune from unauthorized access or will be error-free.

14. CHANGES TO THE SERVICES

Beamm reserves the right, at its sole discretion, to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Services (or any part thereof) without notice, at any time. In addition, you hereby acknowledge that the Content available through the Services may be changed, modified, edited or extended in terms of content and form or removed at any time without any notice to you. You agree that Beamm shall not be liable to you or to any third party for any modification, suspension, error, malfunction or discontinuance of the Services (or any part thereof).

15. DISCLAIMER AND WARRANTIES

BEAMM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OR OPERATION OF THE SERVICES OR THE BEAMM MATERIALS (OR ANY PART THEREOF).

BEAMM SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IT WAS CAUSED CONSEQUENTLY OR IN CONNECTION WITH THE USE OF THE SERVICES, DEMOS, TRIALS OR ANY BEAMM MATERIALS, WHETHER OR NOT BEAMM HAD INFORMED THE USER OF SUCH POSSIBLE DAMAGES.

THE SERVICES (AND ANY PART THEREOF), INCLUDING WITHOUT LIMITATION ANY CONTENT, DEMOS, TRIALS, OR ANY BEAMM MATERIALS, DATA AND INFORMATION RELATED THERETO, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR BEAMM OR USE. BEAMM DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT AVAILABLE ON OUR SERVICES.

BEAMM AND ITS AFFILIATES AND/OR ITS SUBSIDIARIES, INCLUDING ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (COLLECTIVELY, "BEAMM AFFILIATES"), JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE USABILITY, ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT, DATA, REPORTS, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED IN CONNECTION WITH YOUR OR ANY USER'S USE OF THE SERVICES.

BEAMM DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES OR BEAMM MATERIALS IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS. BEAMM MAY, AT ITS SOLE DISCRETION AND WITHOUT AN OBLIGATION TO DO SO, CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SERVICES AT ANY TIME, OR DISCONTINUE DISPLAYING OR PROVIDING ANY CONTENT OR FEATURES WITHOUT ANY NOTICE TO YOU.

YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICES OR BEAMM MATERIALS, INCLUDING USE OF AND/OR RELIANCE ON ANY CONTENT AVAILABLE THROUGH THE SERVICES, IS ENTIRELY, OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

16. LIMITATION OF LIABILITY

IN NO EVENT SHALL BEAMM AND/OR ANY OF THE BEAMM AFFILIATES AND/OR SUBSIDIARIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM OR ARISING OUT OF THE SERVICES AND BEAMM MATERIALS, USE OR INABILITY TO USE THE SERVICES AND BEAMM MATERIALS, FAILURE OF THE SERVICES OR BEAMM MATERIALS TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL, LOSS OF DATA OR PROFITS, THE PERFORMANCE OR FAILURE OF BEAMM TO PERFORM UNDER THESE TERMS, AND ANY OTHER ACT OR OMISSION OF BEAMM BY ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM THE CONDUCT OF ANY USERS AND/OR THIRD-PARTY SERVICES.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY BREACH OF THESE TERMS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEN SUCH LIMITATIONS ONLY MAY NOT APPLY TO A USER RESIDING IN SUCH STATES.

SUCH LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN AN ACTION OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR BEAMM'S SERVICES TO YOU, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL BEAMM OF ANY LIMITED REMEDY, AND EVEN IF BEAMM AND/OR ANY BEAMM AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES AND/OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL BEAMM'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID BY YOU TO BEAMM FOR USE OF THE SERVICES. IF YOU HAVE NOT MADE ANY PAYMENTS TO BEAMM FOR THE USE OF THE SERVICES, THEN BEAMM SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

17. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Beamm and any Beamm Affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, fines, late fees, cancellation fees and expenses (including attorney's fees) arising directly or indirectly from: (i) your breach of any term of these Terms by you or anyone on your behalf; (ii) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party which relates to your use of (or inability to use) the Services or Beamm Materials; (iii) your violation of the Privacy Policy, any third-party intellectual property rights, privacy rights or other rights, through your use of the Services or Beamm Materials or provision of information; and (iv) your violation of any applicable law or regulation.

18. CANCELLATION AND TERMINATION

You may cancel your Account and terminate these Terms at any time by contacting Beamm's customer support and then following the specific instructions indicated to you in Beamm's response, or via the termination section in our Website. Upon termination of the Services by either party for any reason, Beamm will cease providing you with the Services and you will no longer be able to access your Account and any User Materials therein. If at the date of termination of the Service, there are any outstanding Fees owing by you, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.

Fraud: Without limiting any other remedies, Beamm may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services.

19. AMENDMENTS TO THESE TERMS

Beamm may change these Terms from time to time, at its sole discretion and without any notice (unless otherwise required by applicable law). We will notify regarding substantial changes of these Terms on the homepage of the Services and/or we will send you an e-mail regarding such changes to the e-mail address that you provided in the contact form. Such substantial changes will take effect seven (7) days after such notice was provided on our Services or sent via email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. Termination of these Terms shall be without prejudice to any rights or obligations which arose prior to the date of termination.

20. GENERAL

These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Services or use of this Services will be governed by and interpreted in accordance with the laws of the State of Israel, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of this Services will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the District of Tel Aviv, Israel. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without Beamm's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire terms and conditions between you and Beamm relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Beamm or Notices to you may be made via email or regular mail. This Services may also provide notices of changes to these Terms or other matters, by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.