

# Term and Conditions

PLEASE READ THESE TERMS OF SERVICE COMPLETELY AND CAREFULLY. THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS PAGE. BY USING THIS SERVICE (ALSO REFERRED TO AS “WEBSITE”), WHETHER THROUGH Glare marketing Technologies WEBSITE OR THROUGH AN API, YOU INDICATE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE LEAVE THIS WEBSITE NOW. IF YOU DO NOT INTEND ON USING THE SERVICES IN ACCORDANCE WITH THESE TERMS, DO NOT UTILIZE THE SERVICES PROVIDED BY Glare Marketing Technologies.

## **1.0. Overview**

1.1. This agreement applies to the businesses of Glare Marketing Technologies, Ltd.. Use and access to the Glare Marketing Technologies sites (including unbranded or white label versions), are subject to these Terms of Service as well as our Privacy Policy, located at: <https://glaremarketing.co/privacy-policy/>

1.2. The terms and conditions on this page apply to both users of Glare Marketing Technologies’ web-based user interface and anyone using an application programming interface (API) in connection with the Glare Marketing Technologies service.

1.3. Glare Marketing Technologies reserves the right, at its sole discretion, to modify and post these Terms of Service at any time

without prior notice. You are advised to visit this page to review the current Terms of Service on a regular basis.

1.4. Glare Marketing Technologies provides a variety of tools and services to collect names, email addresses, phone numbers and other information on an opt-in base. All information may only be imported if the subscribers gave full consent to receive the specified communication from your organization.

1.5. Glare Marketing Technologies prohibits the use of its services for sending and unsolicited messages, generally known as spam. You agree to the privacy and anti-spam policies described in this document and agree to enforce the indicated permission-based marketing practices with anyone using your account as required by law. You agree to assume full responsibility and accept the legal consequences of any action by anyone using your account.

1.6. Glare Marketing Technologies reserves the right to suspend or terminate your account at any time, at its sole discretion, and without warning or refund if your account activity is reasonably believed to violate any term in this agreement or applicable law. Violation of applicable anti-spam regulation may also cause third-party legal action against you. Glare Marketing Technologies also reserves the right to refuse service if Glare Marketing Technologies believes that your conduct is harmful to the interests of Glare Marketing Technologies and its affiliates.

1.7. Glare Marketing Technologies prohibits the use of its services for text-to-win campaigns by shared short code or transmitting undesirable content such as violence, pornography, alcohol, illegal drugs, and other prohibited material described in this document.

1.8. Glare Marketing Technologies reserves the sole discretion and right to permanently delete archived data after a period of 60 days.

1.9. Glare Marketing Technologies will not use your database, or any other private information stored in your account for any purpose other than those indicated in these Terms of Service or to comply with legal requirements.

## **2.0. Payments**

2.1. You agree to pay monthly subscription fee or per message <sup>[KT1]</sup><sub>[GTL2]</sub> rate using your credit card, as well as not to terminate your authorization for charges to credit card until all fees are paid in full under the terms of this agreement unless mutually agreed upon by both parties.

2.2. You understand and accept that service will be interrupted should you become defaulted in paying fees. You agree to bring all fees updated before Service will resume.

2.3. Glare Marketing Technologies shall not be responsible for any errors or transmission failures regarding the charging and collection of funds from your indicated payment method, nor for any actions taken by the provider of the payment method you choose (which could include refusal to authorize the charge). In addition to these Terms, any payments made by you may be subject to the agreement between you and the provider of the payment method.

## **3.0. Credits**

3.1. The sending and receiving of messages and/or other usage-based services will cause an associated quantity of credits to be debited from your account at inforUMobile. You can obtain the real-time status of your account at any time through the account settings at <https://www.inforu.co.il/>.

The price of additional credits may change over time as the cost of transmission changes. The pricing information, however, will be made known through the Glare Marketing Technologies platform and <https://www.inforu.co.il/> <sup>[קטג]</sup> before you make a purchase.

Additionally, all prices, and billing increments may change over time as the cost of transmission changes, and thus you acknowledge that the number of credits needed to utilize the Services may change.

3.2. Right to Offer Customized Plans. Notwithstanding the above, we may, in our sole discretion, offer customized plans that provide for individualized terms concerning credit expiration, billing cycles, account maintenance fees, and other agreed-upon terms. We reserve the right to do so without publicly listing the pricing for these customized plans on our Sites.

#### **4.0. Spam Policy**

4.1. Glare Marketing Technologies has a no-tolerance toward spam. Although Glare Marketing Technologies does not assume the duty or obligation to monitor messages, Glare Marketing Technologies reserves the right, in its sole and absolute discretion, to monitor any and all messages created or sent by you or any third party at any time without prior notice to ensure that they conform to guidelines and policies pertaining to our Website and services.

4.2. Evading Glare Marketing Technologies' monitoring system or the transmission of spam messages through the system violates these Terms of Service. If you know of or suspect any violators, please notify us immediately by [clicking here](#).

4.3. Every outgoing mobile messages via the Glare Marketing Technologies service must contain a link that allows the recipient to unsubscribe from your distribution list(s).

4.4. **IMPORTANT for Mobile Keywords:** You must include the opt-in disclosure shown below in all of your promotional materials in all media: website, printed material, digital and event promotions, broadcasts, and any other material promoting your mobile keyword. Failure to include the following terms may result in suspension of your mobile keyword without warning as well as third-party legal action.

### **5.0. Acceptable Use**

5.1. Glare Marketing Technologies reserves the right to determine any violation of this Acceptable Use Policy at its sole discretion. Glare Marketing Technologies' services may be used for only lawful purposes. Using the services in an illegal or abusive manner or any other manner that interferes with or diminishes others' use or enjoyment of the services is prohibited.

5.2. The following list gives examples of illegal, abusive, interfering, or otherwise illicit use of the services. This list is provided by way of example and shall not be considered exhaustive.

5.2.1. Adversely affecting the availability, reliability, or stability of Glare Marketing Technologies' services

5.2.2. Launching or facilitating, whether intentionally or unintentionally, a denial-of-service attack on any of Glare marketing Technologies services

5.2.3. Attempting to bypass, disable, or impair any security measure or otherwise using the services in any manner posing a security or service risk to Glare marketing Technologies, any Glare marketing Technologies client, or any of their subscribers

5.2.4. Testing or reverse-engineering the services in order to evade filtering capabilities or to find limitations or vulnerabilities

- 5.2.5. Using the services in any manner that may subject Glare Marketing Technologies or any third party to liability, damages, or danger
- 5.2.6. Using the services in any manner that violates any applicable third-party policy or requirement
- 5.2.7. Using the services in any manner that violates the Mobile Marketing Association's guidelines or best practices, carrier guidelines, or any other industry standard
- 5.2.8. Promoting or engaging in any illegal activity, including but not limited to fraud, in any connection with your account
- 5.2.9. Using any property or material trademarked or copyrighted by Glare Marketing Technologies in any manner other than those expressly permitted under these Terms of Service
- 5.2.10. In message transmission or any other manner violating, infringing, or misappropriating the rights of any third party, including but not limited to trademarks, copyrights, and rights of publicity
- 5.2.11. Harvesting or otherwise collecting without consent information including but not limited to email addresses and phone numbers
- 5.2.12. Engaging in spamming or any other activity that violates anti-spamming laws and regulations, including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, and the Do-Not-Call Act
- 5.2.13. Using the services in connection with any unsolicited or unwanted transmissions (commercial or otherwise), including but not limited to phone call, text message, and voicemail
- 5.2.14. Using your account to mislead others as to the identity of the sender or the origin of a message or phone call by any means

including but not limited to a false identity, a misleading email address or phone number, and a forged header

5.2.15. Violating or facilitating the violation of any U.S. or foreign law governing the transmission of technical data or software

5.2.16. Interfering with or disrupting any network connected to Glare Marketing Technologies services or violating the regulations, policies, or procedures of any such network

5.2.18. Using the Glare Marketing Technologies services or any component thereof in a manner not authorized by Glare Marketing Technologies

## **6.0. Prohibited Content**

6.1. In addition to and without limitation to terms under the Acceptable Use Policy, Glare Marketing Technologies prohibits the use of the service in connection with any of the following types of content, products, and services:

6.1.1. Pornography, sexual products, otherwise sexually explicit material, and escort services

6.1.2. Illegal drugs and drug contraband

6.1.3. Alcoholic beverages, especially any promotion of alcohol to persons under 21 years of age

6.1.4. Pirated computer programs, viruses, worms, Trojan horses, or other harmful code

6.1.5. Instructions or materials for the assembly of bombs or other weapons

6.1.6. Disclosure of anyone's private or personally identifying information without such party's prior express written consent (or parents' prior express written consent in the case of a minor)

6.1.7. Material that displays any person under 18 years of age in an illicit or otherwise exploitative manner

6.1.8. On the basis of the practices and standards of your industry and community, any illegal or improper promotion to persons under 18 years of age

6.1.9. Products, services, or content commonly associated with unsolicited commercial messages (a.k.a. spam), including but not limited to online and direct pharmaceutical sales (e.g., health and sexual well-being products), work-at-home businesses, credit or finance management (e.g., credit repair, debt relief, stock and trading tips), mortgage finance, claims of lost bank accounts or inheritances, and odds-making and gambling services (e.g., poker, casino games, horse and dog racing, college and professional sporting events)

6.1.10. Pyramid schemes or multilevel-marketing (a.k.a. MLM or network marketing) businesses, including but not limited to “get rich quick,” “build your wealth,” and “financial independence” offerings

6.1.11. Any libelous, defamatory, scandalous, threatening, or harassing activity

6.1.12. Objectionable content including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and any discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age

6.1.13. Advocating, promoting, or encouraging violence against any government, organization, group, or individual or any instruction, information, or assistance in causing or carrying out such violence

6.1.14. Any product or service related to death (e.g., mortuaries and cemeteries)

6.1.15. Any product or service that is unlawful where such product or service or promotion thereof is received



6.1.16. Images of authors, artists, photographers, or others without prior express written consent from the content owner

6.1.17. Any mention of any wireless carrier or any representation that copies or parodies any product or service of any wireless carrier

## **7.0. Warranty Disclaimer**

7.1. Glare Marketing Technologies PROVIDES ITS SERVICE AND ALL RELATED CONTENT ON AN “AS IS” BASIS. Glare Marketing Technologies AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, Glare Marketing Technologies DISCLAIMS ALL WARRANTIES, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WITH THE EXCEPTION OF TERMS INDICATED IN ANY SEPARATE SERVICE LEVEL AGREEMENT, Glare Marketing Technologies DOES NOT WARRANT THAT ITS SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS OR DAMAGE. NO VERBAL ADVICE OR WRITTEN INFORMATION GIVEN BY Glare Marketing Technologies, ITS EMPLOYEES, LICENSORS, LICENSEES, AFFILIATES, OR AGENTS OR BY ANY OTHER THIRD PARTY SHALL CREATE ANY WARRANTY. NOR MAY

YOU OR YOUR SUBSCRIBERS INTERPRET ANY SUCH INFORMATION OR ADVICE AS SUCH REPRESENTATION.

### **8.0. Indemnification**

You hereby agree to defend, indemnify, and hold harmless Glare Marketing Technologies and its business and technology partners, underlying technology creators, third-party suppliers, operators and providers, licensors, board members, officers, directors, shareholders, employees, distributors, resellers, affiliates, and agents from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses (including, without limitation, costs and reasonable attorneys' fees) in connection with any claim or action arising from any cause such as: (i) any act or omission that, if true, would constitute a breach of this agreement (ii) any privacy or spam policy violation alleged to have been committed through any use of your Glare Marketing Technologies account (iii) any other use of Glare Marketing Technologies' service in any manner not authorized by these Terms of Service, in violation of the restrictions herein, or in violation of applicable law, and (iv) any other reason including but not limited to acts of God, destruction, theft, defects, viruses, communication failure, failure of performance, impairment or loss of data, suspension or termination of service, and unauthorized access to Glare Marketing Technologies' system, records, data, or settings. You agree that Glare Marketing Technologies has the right to seek and recover all of its damages caused by you through any use of the service in an unlawful manner, in a manner that violates Glare Marketing Technologies' privacy, acceptable use, import, or anti-spam policies, or in a manner inconsistent with the terms of this agreement. You acknowledge that such damages may include, without limitation, direct, indirect, special, incidental, cover,

reliance, and consequential damages. You acknowledge and agree that this provision will apply to all services from Glare Marketing Technologies and its affiliates whether or not Glare Marketing Technologies is notified of any possibility of such damages. The terms of this section shall survive the termination of this agreement regardless of the cause or nature of such termination.

## **9.0. Termination**

You may terminate this agreement at any time by sending a notification via email to: [gal@glaremarketing.co](mailto:gal@glaremarketing.co) . [KT4] Lack of activity alone does not automatically terminate your account, and you are responsible for service fees until you expressly cancel your account or until your data has been purged (whichever occurs first). Glare Marketing Technologies may delete any of your archived data after 30 days following the date of termination. If your account has not been cancelled and is classified by Glare Marketing Technologies as inactive for at least 90 days, Glare Marketing Technologies reserves the sole discretion and right to permanently and irrevocably delete all of your account data. In the absence of an explicit cancellation request by support ticket, you agree to pay any and all applicable fees through the date of Glare Marketing Technologies purging of your data. You understand and agree that Glare Marketing Technologies will make no refund of any fees whether or not the service has been used. At any time, with or without notice, Glare Marketing Technologies may terminate this agreement or the service or disable your account in whole or in part at Glare Marketing Technologies sole discretion. Glare Marketing Technologies shall bear no liability to you or any third party because of any such action.

## **10.0. Acknowledgement**

You hereby acknowledge and agree to the following terms, subject in each case to the terms indicated elsewhere in this agreement:

- The service may be subject to monthly or annual software license fees
- Some features may not be permissible under the laws of certain jurisdictions. You agree that you bear sole control and responsibility over compliance with any such laws and assume sole liability for any noncompliance.
- Glare Marketing Technologies is not required to provide data outside the system that are already available through the user interface, including but not limited to exported files containing specific messages, subscriber phone numbers, and opt-out lists.
- You are not allowed to import or incorporate (into any contact list, message, social campaign) or upload (to Glare Marketing Technologies servers) any of the following information: social security numbers, national insurance numbers, credit card numbers, passwords, security credentials, or sensitive personal or medical information of any kind.
- Text-to-win sweepstakes may be approved only by use of a dedicated short code. Shared short codes may not be used for such promotions.
- If any provision of this agreement is found to be unenforceable or invalid, such provision shall be limited or annulled to the minimum necessary extent to leave the remainder of this agreement fully enforceable and valid.
- You and Glare Marketing Technologies agree that this agreement is a factual and necessary statement of the mutual understanding and working relationship of the parties and

that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No verbal exception or agreement with any Glare Marketing Technologies representative will be honored. No delay or omission by Glare Marketing Technologies in exercising any right or remedy under this agreement or existing at law or equity shall be considered a waiver of such right or remedy.

- No agency, partnership, joint venture, or employment is created as a result of this agreement, and you have no authority of any kind to bind Glare Marketing Technologies in any respect whatsoever.
- In any action or proceeding with you to enforce Glare Marketing Technologies rights under the Agreement, you agree that Glare Marketing Technologies will be entitled to recover its costs and attorneys' fees.
- The agreement shall be governed by the laws of the country of Israel, without regard to its choice of law or conflict of law's provisions. All legal actions in connection with the agreement shall be brought in the country or federal court located nearest Tel Aviv, Israel.
- Glare Marketing Technologies reserves the right to refuse, suspend, disable, or terminate any party's service, in whole or in part, at any time, for any reason, and without notice. Glare Marketing Technologies shall bear no liability to you or any third party for any direct, indirect, incidental, special, or consequential damages due to any manner of use or inability to use service elements including but not limited to short codes, mobile keywords, online signup pages, API keys, login access, the control panel, and DSP email servers.

- Glare Marketing Technologies makes no implication, guarantee or warranty that our system is compliant with the Cellular Telephone Industries Association (CTIA), Telephone Consumer Protection Act (TCPA), Do Not Call (DNC) list and any similar local, state, provincial or country laws. You are responsible for ensuring you are compliant with all local, state, provincial or country laws.
- Cellular Telephone Industries Association (CTIA), Telephone Consumer Protection Act (TCPA), Do Not Call (DNC) and any similar local, state, provincial or country laws **WARNING:** Glare Marketing Technologies does not offer legal advice about the CTIA, TCPA or DNC list, nor offers protection against claims of violations against the respective laws. Please consult your attorney to make sure your phone calls and text messages are compliant with the CTIA, TCPA, DNC list and any similar local, state, provincial or country laws.

If you have any questions about the Terms of Service, please contact us at: [Gal@glaremarketing.co](mailto:Gal@glaremarketing.co)