

Foghel Innovation and Technology Ltd.

Afik 19, Afik, Israel

User Agreement — Parts A, B and C

TIKITAKA USER AGREEMENT

Last updated: August 19, 2026

This User Agreement is the binding terms between Foghel Innovation and Technology Ltd., operator of Tikitaka, and the Customer (the business) that uses the Tikitaka system.

Read the parts in this order. Part A covers the system, acceptable use, subscription, fees, client payments, messaging, and support. Part B covers Marketing Exposure. Part C is the Master Data Processing, Data Protection, Limitation of Liability and Indemnification Agreement.

Part C prevails on data protection, privacy, liability, and indemnification. Parts A and B prevail on commercial and operational matters. The Payments Guide on the Tikitaka website describes current payout mechanics and is incorporated for that purpose. Plan pages and the account show the then-current limits and rates.

PART A — PLATFORM AND COMMERCIAL TERMS

These Platform and Commercial Terms explain how the Tikitaka system, subscription, fees, client payments, support, and messaging services work. They apply to the Customer (the business) that uses Tikitaka. They supplement the Master Agreement accepted at registration.

1. THE SYSTEM

Tikitaka is a multi-tenant software-as-a-service platform for managing a fitness or training business, including clients, schedules, memberships, payments, documents, a branded site, and related tools. Access is licensed, not sold. Nothing in these terms transfers ownership of Tikitaka's software, trademarks, or infrastructure.

Features, limits, and modules depend on the selected plan and may change, be limited, replaced, or marked as coming soon. Tikitaka does not warrant that the system will be uninterrupted, error-free, or fit for every purpose, except where the law requires otherwise.

The Customer is responsible for its own internet access, devices, browsers, and staff training. Tikitaka may modify, suspend, or discontinue a feature when reasonably needed for security, law, abuse prevention, or operations.

Any AI feature, including Miss Tiki, produces suggestions only. The Customer remains solely responsible for decisions, messages, prices, legal texts, and any action taken on the basis of an AI output.

2. THE SERVICE

Tikitaka will use commercially reasonable efforts to provide the system in a professional manner. That is not an uptime commitment, a service-level agreement, or a warranty that a particular workflow, integration, or report will always be available.

Third-party integrations, app-store listings, branded apps, and features marked as coming soon may be delayed, limited, or unavailable. Tikitaka may perform maintenance that temporarily affects access.

3. ACCEPTABLE USE

The Customer shall use the system only for lawful business purposes and shall not:

- Violate any law, including privacy, consumer-protection, tax, advertising, or anti-spam law.
- Send spam, malware, or unsolicited bulk communications, or use the system to harass, defraud, or impersonate.
- Reverse engineer, copy, resell, or offer the system as a competing service, or overload, scrape, or interfere with it.
- Upload content that is unlawful, infringing, or that the Customer has no right to use.
- Circumvent plan limits, payment flows, messaging quotas, or security controls.

The Customer is responsible for its End Users. Tikitaka may suspend or restrict access if it reasonably believes the Customer is in breach, creating legal or security risk, or harming the platform or others.

4. SECURITY AND ACCOUNTS

Tikitaka applies commercially reasonable technical and organizational security measures. No system is fully secure. Security incidents may occur despite those measures. The Master Agreement governs security incidents, liability, and indemnification.

The Customer is responsible for the confidentiality of login credentials, for who it invites as staff or trainers, and for all activity under its accounts. The Customer must notify Tikitaka promptly of suspected unauthorized access and must not attempt to probe, scan, or breach the system except with Tikitaka's prior written authorization.

The Customer is the controller of its End User data. Tikitaka processes that data to provide the system. The Customer must collect, store, and use End User data lawfully, including required notices and consents.

5. SUBSCRIPTION

Access to paid features requires an active subscription to a Tikitaka plan. Fees are billed in advance on a monthly or yearly cycle, as selected. Subscription prices are exclusive of VAT unless stated otherwise. VAT is added according to applicable law.

The subscription renews automatically until the Customer cancels it in the dashboard or Tikitaka terminates it. Cancellation generally stops future renewals. The current paid period usually continues until it ends. There is no separate cancellation fee.

A plan change may result in a new charge and, where Tikitaka's then-current practice provides, a credit or unused-time refund for the previous plan. A simple cancellation does not by itself create a right to a refund of unused time, except as required by law or as Tikitaka chooses to grant.

Plan limits (including clients, trainers, branches, weekly lessons or meetings, and monthly messages) are those shown at purchase and in the account. If the Customer exceeds a limit, Tikitaka may require an upgrade, restrict the excess use, or both.

Free plans, unpaid invoices, charge failures, or a paused, expired, or suspended account may lose paid features until the account is in good standing. Tikitaka may retry failed subscription charges.

6. FEES

There are two main fee types: (a) the Tikitaka subscription fee paid by the Customer for the plan; and (b) fees on payments collected from the Customer's clients through Tikitaka.

The platform fee is a percentage of client collections. The rate is set by the Customer's plan and is stored on each payment when it is collected. Changing plan later does not change the fee on earlier payments. Card processing cost is included in the platform fee and is not charged as a separate line.

If the Customer chooses a more frequent payout schedule than the default, a transfer fee may apply at the rate then published in the Payments Guide and the account. The default monthly payout schedule has no transfer fee. Other add-ons, including extra message packs, are billed separately at the prices shown at purchase.

Tikitaka may change published rates, plan prices, and add-on prices. Changes apply going forward after notice, including by publishing an updated pricing page, Payments Guide, or these terms. Subscription fees are generally non-refundable except as required by law or as stated in the subscription section above.

7. CLIENT PAYMENTS AND PAYOUTS

Tikitaka facilitates card payments from the Customer's clients through third-party payment processors. The Customer sets the prices its clients pay. Tikitaka is not a bank. Handling of funds is subject to processor rules, anti-fraud and KYC requirements, and applicable law.

Payouts are transferred to the Customer's approved bank account according to the then-current Payments Guide, including what is released when (for example earned portions of period memberships, and ticket packs or one-off charges that the system treats as immediately releasable). Refunds, chargebacks, reserves, and fees reduce what is paid out.

The Customer must keep bank, tax, and identity details accurate and complete. Tikitaka or the processor may delay, withhold, or reverse a payout if details are missing, fraud or dispute is suspected, or law or the processor requires it.

Refunds to a client, where processed through Tikitaka, return to the original card. The Customer's commercial refund policy toward its own clients is the Customer's responsibility, except where the system automatically calculates a membership-change refund. Ticket packs are treated as non-refundable in the system unless Tikitaka changes that practice.

Invoices issued to the Customer's clients are in the Customer's name for the amount the client paid. Tikitaka's fees are not shown on the client's invoice; they are deducted at payout or billed as a Tikitaka subscription invoice to the Customer. Tax on amounts the Customer charges its clients remains the Customer's responsibility.

8. COMMUNICATIONS, SMS, AND WHATSAPP

The system can send SMS, WhatsApp, email, and push notifications on the Customer's behalf, subject to the plan, remaining quota, and provider rules. The monthly message allowance in the plan is a shared pool for SMS and WhatsApp unless the account shows otherwise.

Additional message packs may be purchased. Pack terms displayed at purchase apply, including price, size, validity (packs are typically valid for twelve months), and optional auto-renewal when a pack is exhausted or expires. Unused plan allowance and unused pack units are not cash credits and are not refundable.

Delivery is not guaranteed. Carriers, WhatsApp, device settings, recipient opt-out, filtering, and outages can prevent a message from arriving. A message may consume quota even if it later fails or is not read, depending on provider behavior.

The Customer is the sender. The Customer is solely responsible for content, timing, recipient lists, required consents, opt-out handling, and compliance with applicable law (including Israeli communications and spam rules) and with WhatsApp, Meta, SMS-provider, email, and app-store policies. Tikitaka does not obtain End User marketing consent for the Customer.

Sender names, WhatsApp senders, and templates are subject to provider approval and may be refused, delayed, or revoked. Tikitaka may block, delay, or require changes to messages that appear unlawful, abusive, or in breach of provider rules.

Email and push are likewise provided as-is. The Customer must honor unsubscribe and device-permission rules. Tikitaka is not liable for a failed reminder, a missed class, or a missed payment notice.

9. SUPPORT

Support is provided according to the selected plan (for example email, phone, priority, or priority+). Availability in Hebrew, English, and Arabic is offered as then available. Support hours, channels, and staffing may change.

Unless a separate written service-level agreement says otherwise, Tikitaka does not guarantee a response time, resolution time, or outcome. Support does not include custom software development, on-site work, or responsibility for third-party products.

The Customer must provide the information reasonably needed to investigate an issue. Abuse of support channels may lead to restriction of those channels.

10. THIRD-PARTY SERVICES

The system depends on third parties, including payment processors, banks, SMS and WhatsApp providers, email and push vendors, cloud infrastructure, app stores, and invoicing tools. Their terms, availability, and policies apply.

An outage, rejection, delay, reserve, or policy change by a third party is not a breach by Tikitaka. Tikitaka is not liable for those events beyond the limits in the Master Agreement.

11. SUSPENSION, TERMINATION, AND DATA

Tikitaka may suspend or terminate access for non-payment, material breach, legal or security risk, or long inactivity. Accrued fees remain payable. After termination, the Customer should export its data promptly. Tikitaka may restrict or delete Customer data after a reasonable period, subject to law and the Master Agreement.

Tikitaka may retain records needed for accounting, tax, dispute, security, or legal purposes.

12. CHANGES TO THESE TERMS

Tikitaka may change these Platform and Commercial Terms by publishing an updated version. Continued use of the system after publication constitutes acceptance. If the Customer does not agree, the Customer's remedy is to cancel the subscription.

PART B — MARKETING EXPOSURE

13. MARKETING EXPOSURE

This section explains the meaning of "Marketing Exposure" included in certain Tikitaka subscription plans. By subscribing to a paid plan that includes a Marketing Exposure tier, the Customer (the business) accepts these terms in full.

"Marketing Exposure" means promotional activity that Tikitaka may, at its sole discretion, undertake to advertise or otherwise publicize the Customer and/or the Tikitaka platform. It is a feature of eligible paid plans. It is not a separate advertising contract, media-buying mandate, cash credit, advertising wallet, or agency retainer.

Any percentage stated below is calculated solely on the monthly subscription fee actually paid by the Customer to Tikitaka for the Tikitaka platform plan in the relevant month, in the currency actually billed, exclusive of VAT and after any discounts, coupons, or credits. It is not calculated on the Customer's own client fees, revenue, or any other amount. For annual billing, the monthly equivalent of the annual fee actually paid shall be used.

13.1 INDICATIVE EFFORT RANGES BY PLAN TIER

The following ranges are indicative targets only. They are not a commitment, service level, quota, or warranty:

- Standard exposure — indicative target of 5%–9% of the monthly Tikitaka subscription fee actually paid.
- Enhanced (improved) exposure — indicative target of 7%–11% of the monthly Tikitaka subscription fee actually paid.
- Maximum exposure — indicative target of 9%–13% of the monthly Tikitaka subscription fee actually paid.

13.2 NATURE OF THE COMMITMENT

These percentages are not guaranteed. In any given month the actual advertising effort may be within, below, or above the stated range, or may be zero.

No monthly minimum advertising budget is guaranteed. Tikitaka will use commercially reasonable efforts according to its own operational, financial, and marketing decisions, capacity, and status at the relevant time. A "best efforts" standard does not create an obligation to spend any specific amount or to run any specific campaign.

Advertising effort may be any mix Tikitaka chooses: paid media, organic posts, directory or website placement, newsletters, partnerships, in-product promotion, or equivalent in-house activity. Tikitaka is not required to turn the indicative percentage into an equivalent cash media buy. Different forms of activity have no agreed cash value, and a social post, directory listing, or newsletter mention may count toward the effort.

Marketing Exposure is allocated across Tikitaka's customer base at Tikitaka's discretion. The indicative range is not a reserved per-customer budget. In any period some eligible customers may receive more activity and others little or none — including customers on the same tier.

No specific advertising platform, channel, format, placement, geography, audience, language, or timing is guaranteed. Tikitaka may use any mix of paid media, organic promotion, the Tikitaka directory or website, social networks, search, email, partnerships, or other channels, or none of them.

No results are guaranteed. Tikitaka does not warrant leads, registrations, clients, impressions, clicks, reach, ranking, revenue, or any return on investment.

If actual exposure in a period is below the indicative range, or does not occur, the Customer is not entitled to a refund, credit, extension, or other compensation.

13.3 ELIGIBILITY AND COOPERATION

Marketing Exposure applies only while the Customer's paid subscription is active and in good standing. Free plans and unpaid, paused, cancelled, expired, or suspended accounts receive no Marketing Exposure.

If the Customer upgrades, downgrades, or changes billing mid-cycle, Tikitaka may apply the new tier from the following billing period, apply it pro rata, or leave the current period unchanged, at its discretion. A downgrade or cancellation does not require Tikitaka to stop activity already planned or purchased for the current period.

The Customer shall, upon request, promptly provide current, accurate, and usable brand assets and business information (including logo, images, description, location, offerings, and contact details). If the Customer fails to provide suitable assets, provides assets that Tikitaka reasonably considers unusable, unlawful, or brand-unsafe, or does not reasonably cooperate, Tikitaka has no obligation to include the Customer in Marketing Exposure for the relevant period, and no refund or credit shall apply.

13.4 LICENSE AND PERSONAL DATA

Tikitaka has sole and exclusive discretion over whether, when, how, how often, and in what form to advertise, including creative, copy, targeting, budget allocation among customers, and whether to feature any particular Customer.

The Customer grants Tikitaka a worldwide, royalty-free, transferable, sublicensable license to use the Customer's name, brand, logo, trademarks, images, videos, business description, location, offerings, and other information provided to Tikitaka, for advertising and promotional purposes during the subscription and for a reasonable period thereafter for already-published or archived materials.

The license does not include personal data of the Customer's clients, staff, minors, or other individuals, except where the Customer has a lawful basis and has specifically authorized Tikitaka to use a defined asset. The Customer shall not supply photographs, names, testimonials, or other materials that identify individuals unless it has obtained all required consents and rights. Tikitaka may refuse any such material.

Advertisements, posts, and placements already purchased, scheduled, or published may continue to appear after pause, suspension, or termination until they naturally expire. Tikitaka may retain copies of creatives and records for legal, accounting, and archival purposes. Organic posts and directory entries may remain public unless Tikitaka decides to remove them.

13.5 BRANDING AND CONTROL

The Customer acknowledges and agrees that every advertisement or promotional item published by or on behalf of Tikitaka — whether presented as Tikitaka advertising or as advertising of the Customer — will include Tikitaka platform identification and a link (or equivalent reference) to Tikitaka. The Customer may not require removal of that identification.

Tikitaka has sole editorial and creative control. The Customer has no right to pre-approve each advertisement, unless Tikitaka chooses to consult the Customer. Tikitaka may refuse, edit, delay, or stop any advertisement for any reason, including brand safety, legal risk, platform policy, or commercial judgment.

The absence of a pre-approval right does not prevent the Customer from notifying Tikitaka of a material factual error (for example a wrong price, address, or outdated logo). Tikitaka will use commercially reasonable efforts to correct or stop further use of the erroneous material where it is reasonably able to do so. Already-delivered impressions and third-party platform delays are not a breach. A correction request is not a right to rewrite, reject, or delay a campaign.

The Customer may ask Tikitaka to pause or stop featuring the Customer in future Marketing Exposure. Tikitaka will use commercially reasonable efforts to honor that request for future activity. Ads already purchased, scheduled, or published may continue to run. An opt-out or pause does not reduce the subscription fee, change the plan, or create any credit.

13.6 WARRANTIES, RECORDS, AND CHANGES

The Customer represents and warrants that it owns or is licensed to grant the rights above, that all information and assets it provides are accurate and lawful, and that Tikitaka's use as described will not infringe any third-party right or violate any advertising or consumer-protection law. The Customer is solely responsible for claims about its own business, services, prices, and results.

The Customer shall indemnify, defend, and hold harmless Tikitaka and its officers, employees, and contractors from any claim, damage, or expense (including reasonable legal fees) arising from the Customer's assets, information, or advertising claims, or from Tikitaka's authorized use of them.

Advertisements are subject to the policies of third-party platforms (including, without limitation, Meta, Google, Apple, and similar networks). Rejection, restriction, or takedown by a platform is not a breach by Tikitaka.

Nothing in these terms grants the Customer exclusivity. Tikitaka may advertise competing businesses, including in the same campaign, channel, or geography.

Tikitaka's internal records of eligibility, activity, and any related spend or effort are conclusive for the purpose of these terms, absent manifest error. The Customer is not entitled to third-party invoices, advertising-platform accounts, or raw media data.

Tikitaka is not obligated to provide campaign reports, spend breakdowns, creative samples, or performance metrics, unless it chooses to do so.

Tikitaka may change these ranges, practices, and this section at any time. Continued use of a plan that includes Marketing Exposure after notice (including by publishing an updated version of these terms) constitutes acceptance.

PART C — DATA PROTECTION, LIABILITY AND INDEMNIFICATION

The following is the Master Agreement. It governs processing of Customer Data, security incidents, limitation of liability, and indemnification. It supplements Parts A and B and prevails on those subjects.

MASTER DATA PROCESSING, DATA PROTECTION, LIMITATION OF LIABILITY AND INDEMNIFICATION AGREEMENT

Last Updated: 07/12/2025 | December 7, 2025

This Data Processing, Data Protection, Limitation of Liability and Indemnification Agreement (“Agreement”) is entered into by and between Foghel Innovation and Technology Ltd., a company duly incorporated under the laws of the State of Israel, with its principal place of business at Afik 19, Afik, Israel (“Company”), the owner and operator of the Tikitaka system, and the customer accepting or executing the applicable license, subscription, or services agreement in connection with the use of the Tikitaka system (“Customer”).

This Agreement supplements, forms an integral part of, and is incorporated by reference into any license agreement, subscription agreement, order form, or other binding arrangement between the parties governing the operation and use of the Company’s Tikitaka system (“License Agreement”). In the event of any conflict, the provisions of this Agreement shall prevail with respect to data protection, privacy, liability, and indemnification matters.

DEFINITIONS AND INTERPRETATION

Applicable Law means any law, regulation, directive, ordinance, binding guideline, or regulatory decision applicable to the Processing of Personal Data, including but not limited to the GDPR, Israeli Privacy Protection Law, consumer protection laws, cybersecurity regulations, and any successor or equivalent legislation.

Customer Data means any data, content, records, files, information, or materials, including Personal Data, that are uploaded, stored, generated, transmitted, or otherwise processed by or on behalf of Customer or its End Users through the System.

End Users means any individual or entity authorized by Customer to access or use the System, including but not limited to employees, contractors, clients, members, trainees, patients, or customers.

Capitalized terms not otherwise defined herein shall have the meanings assigned to them under the GDPR or the License Agreement.

ROLES OF THE PARTIES

Customer acts at all times as the sole and exclusive Controller of all Customer Data.

Company acts strictly as a Processor and shall not be deemed a Controller, joint-controller, data owner, or fiduciary with respect to Customer Data.

Company does not and shall not:
a. determine the purposes or legal basis for Processing
b. verify the accuracy, completeness, legality, or quality of Customer Data
c. monitor or control Customer’s internal policies, End Users, or compliance obligations

Customer bears full and sole responsibility for: a. providing lawful instructions to Company b. compliance with Applicable Law c. obtaining all required consents and authorizations d. actions, omissions, and misconduct of its End User e. any consequences arising from Customer Data

MULTI-TENANT SAAS ARCHITECTURE

Customer expressly acknowledges that the System operates in a shared, multi-tenant cloud-based architecture, in which multiple customers utilize the same logical infrastructure, databases, compute resources, and services.

Logical, organizational, and technical segregation mechanisms are employed; however, physical isolation is not provided.

Customer knowingly and voluntarily assumes all inherent risks associated with multi-tenant systems, including but not limited to:

cross-tenant vulnerabilities

configuration dependencies

shared infrastructure failures

industry-wide zero-day exploits

Company does not warrant or guarantee absolute isolation, uninterrupted availability, or immunity from attacks, faults, or service degradation.

PROCESSING OF CUSTOMER DATA

Company shall Process Customer Data solely:

in accordance with Customer's documented instructions

as necessary to provide the System and Services

as required by Applicable Law

Customer authorizes Company to Process, transfer, host, and store Customer Data in any country or jurisdiction, including outside Customer's domicile, subject to Applicable Law.

Customer acknowledges that Company has no obligation to assess whether Customer instructions comply with law.

INFORMATION SECURITY

Company shall implement commercially reasonable technical and organizational security measures consistent with generally accepted industry standards.

Customer acknowledges and agrees that:

no system is entirely secure

security incidents may occur despite reasonable safeguards

Company does not guarantee prevention of breaches

Customer bears sole responsibility for:

maintaining account credentials

access permissions and role management

endpoint security of End Users

ABSOLUTE DISCLAIMER OF LIABILITY

To the maximum extent permitted by law, Company shall have no liability whatsoever, whether direct, indirect, incidental, consequential, special, exemplary, punitive, or statutory, arising from or related to:

any Personal Data Breach, data leak, loss, corruption, theft, or destruction

unauthorized access, cyberattacks, malware, ransomware, or hacking incidents

acts or omissions of Customer, End Users, or third parties

failures of cloud providers, data centers, ISPs, payment processors

configuration errors, integrations, APIs, third-party plugins

regulatory actions, fines, sanctions, penalties, or investigations

whether foreseeable or not, and regardless of theory of liability.

WAIVER OF CLAIMS

Customer irrevocably and unconditionally waives any and all current or future claims, complaints, demands, actions, or proceedings against Company and its directors, officers, employees, shareholders, affiliates, contractors, and suppliers relating to:

data protection or privacy

security incidents

regulatory or third-party claims

use or inability to use the System

FULL AND UNLIMITED INDEMNIFICATION

Customer shall fully indemnify, defend, and hold harmless Company from and against any and all claims, damages, losses, liabilities, administrative fines, penalties, costs, and expenses (including attorneys' fees) arising from or related to:

Customer Data

breach of Applicable Law

Customer instructions or configurations

actions of End Users

claims by regulators, data subjects, or any third party

This indemnification obligation: is unlimited in amount, applies regardless of fault, survives termination indefinitely

THIRD-PARTY SERVICES AND SUB-PROCESSORS

Customer authorizes Company to engage Sub-Processors at its discretion.

Company bears no responsibility or liability for availability, compliance, security, or performance of third-party services.

LIMITATION OF LIABILITY

If notwithstanding all foregoing provisions Company is held liable by a final, non-appealable court judgment, Company's total aggregate liability shall be strictly limited to the fees actually paid by Customer during the one (1) month preceding the event giving rise to the claim.

SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed exclusively by the law specified in Israel and the courts specified therein shall have exclusive jurisdiction.