

BITES LEARNING LTD. ACCEPTABLE USE POLICY – FOR END USERS

BY DOWNLOADING THE APP AND/OR ACCESSING AND USING THE APP AND/OR THE PLATFORM (AS THESE TERMS DEFINED BELOW) YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO USE THE PLATFORM IN ACCORDANCE WITH OUR ACCEPTABLE USE POLICY ("**AUP**").

This AUP is one of the Collective Terms (which also include the Master Services Agreement between Bites and the Customer, the Service Level Agreement, the Data Protection Addendum, and the Bites Privacy Notice) governing your use of the Platform. In the event of any conflict between this AUP and the Collective Terms, the Collective Terms shall prevail with respect to their subject matter.

Definitions

- 1.1 "**Platform**" - Bite's proprietary mobile and web application for generation and consumption of digital bitesize learning units, management and monitoring tools and related features and dashboards (the "**App**"), as well as a system to generate links and distribute links of the applicable learning units to End Users (as defined below) and monitor their use. The "Platform" includes all content and materials contained therein, including, without limitation, graphics, user interface elements, software code, text, images, audio-visual elements, data, databases and related documentation, and any updates, enhancements, or modifications thereto. All the foregoing shall be collectively referred to herein, as the "**Platform**".
- 1.2 "**Bite**" - digital bitesize learning units generated using the App.
- 1.3 "**Customer**" – the entity that has subscribed to use the Platform, and for whom and on behalf of which User Accounts are assigned to Users.
- 1.4 "**User**" - any person granted the right and access to use the Platform by the Customer. User is typically the Customer's employee or sub-contractor. We may also refer to User as "**You**" hereunder.
- 1.5 "**User Account**" - the account created for the User in the Platform. Users may have different access and use rights and privileges according to their assigned User Account types.
- 1.6 "Customer Data" shall mean data, videos, images, photos, graphics, files of any media and type, questions and answers, texts, reports, dashboards, or any other content, that is uploaded, submitted, transmitted, or otherwise made available, by a User through the Platform.

Users may use the Platform on behalf of Customer subject to the AUP terms ("**Terms**") as follows.

1. Account Registration.

- 1.1. **Account Registration.** In order to start using the Platform for the first time, you will be required to sign in and/or create an account using credentials provided by your Customer admin or, where Customer has configured single sign-on ("**SSO**") through its identity provider, by authenticating via such SSO.
- 1.2. **User Verification.** Bites may request from you to provide information that may be used to confirm your identity and help ensure the security of your Account. Bites reserves the right to request any verification it deems necessary, including your authorization from the Customer before restoring access to or providing information about your Account.
- 1.3. **The User's Registration Information.** When you are creating an Account or when you are added into an Account and/or creating your user profile, you: (i) agree to provide Bites with accurate and complete information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains secure; (iii) agree that you are fully responsible for all activities that occur under the your User Account; and (iv) undertake to promptly notify Customer in writing if you become aware of any unauthorized access or use of the User's

Account and/or any breach of these AUP, and in cases of suspected security incident may also notify Bites directly at security@mybites.io , subject to Customer's policies. Bites may assume that any actions made in User's Account have been made by you.

2. Privacy.

- 2.1. You acknowledge that Bites, as the provider of the Platform and the Services, processes your Personal Data solely as a Processor, while your employer (the Customer) is the Controller of such Personal Data.
- 2.2. Your employer's internal privacy notice governs how your Personal Data is processed. Therefore, you should review your employer's privacy notice and contact your employer directly if you have any questions about the processing of your Personal Data or if you wish to submit a data subject request.
- 2.3. For informational purposes only, you may review Bites Privacy Notice at <https://www.mybites.io/privacy>, particularly the section titled "Personal Data We Collect and Process as Processors." Please note that this notice does not replace or override your employer's privacy notice.
- 2.4. Whenever you are able to provide information through free-text fields—whether when using the Services, or Platform—you should avoid, to the extent reasonable, submitting Personal Data of yourself or others into such fields. Wherever possible, Personal Data should be entered only into the designated structured fields intended for such information
- 2.5. AI-Powered Features. The Platform offers certain artificial intelligence ("AI") features, including, by way of example, automated translation of content (audio and subtitles) and an "Ask AI" function that provides answers to your questions based on content available within your organization's Platform instance. When you use AI features: (i) your inputs (such as questions and queries) and the content available to you are processed by AI systems to generate the requested outputs; (ii) you undertake not to input into AI features any sensitive third-party information, trade secrets, or other confidential information that should not be processed in this manner; and (iii) AI outputs may contain errors or omissions and should not be relied upon as authoritative — you are responsible for verifying any output before relying on it for material decisions.
- 2.6. When your User Account settings allow you to view or otherwise process Personal Data of other individuals (which may include any information that identifies a person, such as name, role, photo, contact info etc., or information relating to a person, such as any information regarding their progress regarding any Bite or in general) you must (i) keep such information strictly confidential; (ii) use it only as necessary for your permitted use of the Platform and for performing your role; (iii) handle it in accordance with Customer's (your employer) data protection and information security policies, as applicable.

3. Use Restrictions.

- 3.1. Restriction on Use. You agree not to, or attempt to, directly or indirectly (by yourself or through third parties): (i) provide false, incorrect or partial Personal Information when creating an Account; (ii) misuse the Platform in any unlawful manner; (iii) decipher, reverse engineer, de-compile, disassemble or otherwise disintegrate or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Platform, by any means whatsoever; (iv) copy, reproduce, distribute, adapt, translate, modify, create derivative works of, or otherwise exploit the Platform or any portion thereof, except as expressly permitted under these AUP; (v) test or use the Platform in connection with any benchmark tests, evaluation or any other tests of which the results are designated or likely to be published in any form or media or otherwise made available to the public, without Company's prior written approval; (vi) probe, scan, or test the vulnerability of the Platform or

breach or circumvent any security or authentication measure ; (vii) disclose Your user name and password to others; and/or allow anyone, directly or indirectly, use the Platform with Your Account; (viii) upload to, or transmit from, the Platform any data, file, software, or link that contains, or redirects to, a virus, trojan horse, worm; (ix) publish on the Platform, or otherwise promote through the Platform, any content that is defamatory; violent, obscene, offensive, including content that contains nudity or implied nudity or content that is morally or ethically offensive or sexually suggestive; or content that is illegal, that promotes, endorses or supports illegal activities including violence, discrimination, racism, gambling or sweepstakes, human trafficking, drugs use or distribution, use or distribution of weapons, terrorism and money laundering; (x) harass, threaten, offend or otherwise mistreat any User through the Platform and (xi) use the Platform in a manner that is not in compliance with these AUP.

- 3.2. Prohibition on Sensitive Data. You shall not upload to, process through, or otherwise submit to the Platform any Personal Data, other than through specific fields designated by Bites for provision of user information; specifically and without derogation of the generality of the aforesaid, you shall not upload to process or otherwise submit to the platform any personal information classified under any applicable data protection laws as sensitive or special category Personal Data under any applicable data protection law (including, without limitation, the categories, including without limitation as racial or ethnic origin, political opinions, religious beliefs, trade union membership, genetic data, biometric data, health information, or data concerning sex life or sexual orientation, data related to a persons financial or economic situation, including assets and debts; protected health information or, credit, debit, or payment card data subject to the PCI DSS standard or any card scheme rules.
- 3.3. Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.
- 3.4. Company continuously monitor the operation, performance, and security of the Platform through automated technical means (such as system telemetry, error tracking, and abuse-detection signals) for the purposes of maintaining service availability, diagnosing technical issues, and protecting against security threats. Bites does not systematically review or surveil the substantive content of Customer Data, However it may and will access Customer Data outside the foregoing operational purposes (i) on Customer's documented instruction; (ii) where reasonably required under Bites' discretion to investigate a suspected violation of these Terms or applicable law; or (iii) where required by applicable law or valid legal process.
- 3.5. With respect to Customer Data, by uploading or making available and Customer Data through the Platform, you represent and warrant that you have full legal right and authority to upload such data to the Platform, including, any consents, permits and licenses, if and as may be required with respect to (1) any intellectual property rights that may be contained in the Customer Data and /or (2) any privacy rights that may be to individuals in relation to this Customer Data.
- 3.6. In addition to any other remedies that may be available to us, in case we suspect that you or any of the your activities, or use of the Platform, are in violation of these AUP, we may (i) remove such violating content in whole or in part; and/or (ii) terminate or suspend your User Account or your access to the Platform, with or without advance notice and without liability for us.

4. Limitation of Liability.

- 4.1. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE COMPANY AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS, BE LIABLE FOR ANY DIRECT AND/OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA (INCLUDING WITHOUT LIMITATION CUSTOMER DATA),

WHETHER OR NOT BITES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS OR INTERACTIONS WITH OTHER USERS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE PLATFORM; (2) UNAUTHORIZED ACCESS OF THE ACCOUNT BY EITHER THE USER OR ANY OTHER PERSON OR ENTITY, WHETHER OR NOT A THIRD PARTY ON HIS/HER BEHALF; (3) STATEMENTS OR CONDUCT OF ANY OTHER USERS AND/OR ANY OTHER THIRD-PARTY ON THE PLATFORM WHICH ARE IN BREACH OF ANY APPLICABLE LAW AND/OR THESE TERMS; OR (4) ANY OTHER MATTER RELATED TO THE PLATFORM, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, PRIVACY PROTECTION AND RIGHTS, DEFAMATION, TRADE REPUTATION OR GOODWILL, OR ANY OTHER LEGAL THEORY.

5. Governing Law and Jurisdiction.

This AUP is a binding contract between you and Bites, with respect to any undertakings and representations by you contained herein. This AUP is governed and interpreted by and under the laws of the State of Israel, without giving effect to any conflicts of law principles that require the application of the law of a different jurisdiction. Courts of competent jurisdiction located in Tel Aviv-Jaffa, Israel, shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, these Terms. Nothing in this Section shall deprive a User who is a consumer or a worker of the protection afforded to such User by mandatory provisions of the law of their country of habitual residence.

6. General Provisions.

Bites may modify this AUP from time to time by posting a revised version on the Platform. Your continued use of the Platform following the effective date of any change to the AUP will constitute your acceptance of the change.

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