

## Vayavision's Website Terms of Use

Last Revised: June 20, 2019

Vayavision Sensing Ltd. and its affiliates (“**Vayavision**”, “**we**”, “**our**”) welcome you (the “**User(s)**”, or “**you**”) to our primary website at <https://vayavision.com/> (the “**Site**”). Our Site offers basic information regarding our company and our products and services, as further detailed below. Each of the Site's Users may use the Site in accordance with the terms and conditions hereunder.

### **1. Acceptance of the Terms**

By entering, connecting to, accessing or using the Site (as further detailed below), you acknowledge that you have read and understood the following terms of use, including the terms of our **Privacy Policy** available at: <https://vayavision.com/privacy-policy/> (collectively, the “**Terms**”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site and you acknowledge that these Terms constitute a binding and enforceable legal contract between Vayavision and you. **IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE.**

The Site is available only to individuals who (a) are at least eighteen (18) years old; and (b) possess the legal capacity to enter into these Terms (on behalf of themselves and their organization) and to form a binding agreement under any applicable law. You hereby represent that you possess the legal authority to enter into these Terms on your and your organization's behalf and to form a binding agreement under any applicable law, to use the Site in accordance with these Terms, and to fully perform your obligations hereunder.

### **2. The Site**

The Site may provide you with information regarding, *inter-alia*, Vayavision's products, services, concept, company overview and contact details, news regarding our company and so forth, including any other content related thereto such as contact information, videos, photos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Site, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site (collectively, the “**Content**”).

For the avoidance of doubt, the Site serves as an informative marketing tool, and engagements of any sort with us shall only be created on a first-person basis (e.g. through a User's meeting or discussion with our representative). The Content does not bind Vayavision in any form, and in any case where the Content contradicts or is inconsistent with separate agreements executed directly between Vayavision and you, information supplied by Vayavision on a first-person basis shall prevail.

**ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE ARE RESERVED TO VAYAVISION OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN “AS IS” BASIS. VAYAVISION WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR THE CONTENT AVAILABLE THEREIN.**

**YOUR USE OF THE SITE AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.**

**Note:** Use of our Site is free of charge, you hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Site, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

### **3. Contacting us via the Site**

In order to contact us via the Site you will be required to provide us with certain personal details, including, *inter alia* your full name, email address, telephone number, company name and any free content you will choose to share with us, and in order to respond to your requests, we may collect certain Personal Information, as further detailed in our Privacy Policy.

### **4. Use Restrictions**

There are certain conducts which are strictly prohibited when using the Site. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at Vayavision's sole discretion) in the termination of your use of the Site and/or Content and may also expose you to civil and/or criminal liability.

**Unless otherwise explicitly permitted under these Terms or in writing by Vayavision, you may not (and you may not permit anyone to):** (a) use the Site and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Site and/or Content for non-personal or commercial purposes; (c) remove or disassociate, from the Content and/or the Site any restrictions and signs indicating proprietary rights of Vayavision or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Site and retrieve, index and/or data-mine information; (e) interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Vayavision endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Site; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Site; (i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by Vayavision on or through the Site, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to Vayavision's proprietary rights, including Vayavision's Intellectual Property (as such term is defined below), in any way or by any means; (k) make any use of the Content on any other site or networked computer environment for any purpose without Vayavision's prior written consent; (l) create a browser or border environment around Vayavision Content (no frames or inline linking is allowed); (m) sell, license, or exploit for any commercial purposes any use of or access to the Site and/or the Content; (n) frame or mirror any part of the Site without Vayavision's prior express written authorization; (o) create a database by systematically downloading and storing all or any of the Content from the Site; (p) transmit or otherwise make available in connection with the Site 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; (q) use the Site for any purpose for which the Site is not intended; and/or (s) infringe and/or violate any of the Terms.

## **5. Minors**

The Site is intended for Users over the age of eighteen (18). We reserve the right to request proof of age at any stage so that we can verify that minors under this age are not using the Site. In the event that it comes to our knowledge that a person under the age of eighteen (18) is using the Site, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy Policy) with regard to such User.

## **6. Privacy Policy**

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Site. Our policy and practices and the type of information collected are described in detail in our **Privacy Policy** at <https://vayavision.com/privacy-policy/> which is incorporated herein by reference. You agree that Vayavision may use personal information that you provide or make available to Vayavision in accordance with the Privacy Policy. If you intend to access or use the Site you must first read and agree to the Privacy Policy.

## **7. Intellectual Property Rights**

The Site, the Content and Vayavision's proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, "**Intellectual Property**"), are owned by and/or licensed to Vayavision and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by Vayavision and its licensors.

The Terms do not convey to you an interest in or to the Vayavision's Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of Vayavision's Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to Vayavision (“**Feedback**”), Vayavision shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any Vayavision current or future products, technologies or services and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require Vayavision to comply with any additional obligations with respect to any Vayavision current or future products, technologies or services that incorporate any Feedback.

## **8. Trademarks and Trade names**

Vayavision’s marks and logos and all other proprietary identifiers used by Vayavision in connection with the Site (“**Vayavision's Trademarks**”) are all trademarks and/or trade names of Vayavision, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to Vayavision's Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

## **9. Linking to Vayavision's Site and links to Third Party Sites**

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by Vayavision, and does not portray Vayavision in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to Vayavision's Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking.

Certain links provided herein permit our Users to leave this Site and enter non-Vayavision sites or services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of Vayavision and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, Vayavision is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. Vayavision reserves the right to terminate any link at any time. You further acknowledge and agree that Vayavision shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resource. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable, and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being collected.

## **10. Availability**

The Site’s availability and functionality depends on various factors, such as communication networks. Vayavision does not warrant or guarantee that the Site will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

## **11. Changes to The Site**

Vayavision reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently this Site (or any part thereof, including but not limited to the Content) without notice, at any time. In addition, you hereby acknowledge that the Content provided under this Site may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that Vayavision shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein. You hereby agree that Vayavision is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

## **12. Disclaimers and No Warranties**

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE AND CONTENT ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS, AND VAYAVISION, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, “VAYAVISION'S REPRESENTATIVES”), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE.

WE NOTE THAT THESE TERMS GOVERN SOLELY THE USE OF THE SITE.

**WE DO NOT WARRANT** (I) THAT THE USE AND OPERATION OF THE SITE AND/OR THE CONTENT IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR CONTENT AVAILABLE THEREON OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS). VAYAVISION AND VAYAVISION'S REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE SITE, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY CONTENT AND/OR INFORMATION DISPLAYED WITHIN THE SITE.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SITE AND/OR THE CONTENT THEREIN IS ENTIRELY AT YOUR OWN RISK.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

### **13. Limitation of Liability**

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL VAYAVISION, INCLUDING VAYAVISION'S REPRESENTATIVES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE, ANY COMMUNICATIONS AND INTERACTIONS OR MEETINGS WITH USERS OF THE SITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE AS A RESULT OF YOUR USE OF THE SITE, AND/OR THE CONTENT, YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT AND/OR THE FAILURE OF THE SITE TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM ANY CONTENT, OR FROM THE PERFORMANCE OR FAILURE OF VAYAVISION TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF VAYAVISION OR VAYAVISION'S REPRESENTATIVES BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER VAYAVISION OR VAYAVISION'S REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, VAYAVISION'S AND VAYAVISION'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO VAYAVISION FOR USE OF THE SITE OR \$US1.00, WHICHEVER IS GREATER. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM US AND FROM VAYAVISION'S REPRESENTATIVES.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

#### **14. Indemnification**

You agree to defend, indemnify and hold harmless Vayavision, including Vayavision Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Site and/or Content; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party, in connection with your use of the Site; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

#### **15. Amendments to the Terms**

Vayavision may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

#### **16. Termination of these Terms and the Termination of the Site's operation**

At any time, Vayavision may without notice discontinue your use of the Site, at its sole discretion, in addition to any other remedies that may be available to Vayavision under any applicable law.

Additionally, Vayavision may at any time, at its sole discretion, cease the operation of the Site or any part thereof, temporarily or permanently, delete any information or Content from the Site or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that Vayavision does not assume any responsibility with respect to, or in connection with the termination of the Site's operation and loss of any data. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property, Disclaimer and Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

#### **17. General**

(a) These Terms constitute the entire terms and conditions between you and Vayavision relating to the subject matter herein and supersedes any and all prior written or oral agreements or understandings between you and Vayavision, (b) any claim relating to the Site or the use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Tel-Aviv-Jaffa District, Israel. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Vayavision may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) 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, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE

MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by Vayavision, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

**18. For information, questions or notification of errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to [info@vayavision.com](mailto:info@vayavision.com).