

Reflectiz Terms of Use

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1. **Background.** The Site is intended to provide users with general information regarding our services and products.
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Site is only intended for individuals aged eighteen (18) years or older.
4. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.
5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.
6. **Payments.** Your general right to access and use the Site is currently for free, but we may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.
7. **Intellectual Property Rights.**
 - 7.1. **Content and Marks.** The (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "**Materials**"), (ii) and User Submissions, as defined below (together with the Materials, the "**Content**"), and (iii) the trademarks, service marks and logos contained therein ("**Marks**"), are the property of Reflectiz and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Reflectiz", the Reflectiz logos and icons, and other marks are Marks of Reflectiz or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.

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8.4. Prohibited Content. You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct

that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; or (viii) is otherwise malicious or fraudulent.

- 8.5. **Exposure.** You understand and acknowledge that when accessing and using the Site: (i) you will be exposed to User Submissions from a variety of sources, and that Reflectiz is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Reflectiz with respect to (i) and (ii) herein.
9. **Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Site, and your use thereof, as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce the Site Terms, including to investigate potential violations of them, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Reflectiz, its users or the public.
10. **Links to the Site.** Reflectiz permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Reflectiz or present any false information about Reflectiz and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website that you do not own; (v) your website, and domain name, does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.
11. **Links to third parties' websites.** Certain links may be provided within the Site and permit you to leave the Site and enter third parties' websites or services, including our social networks pages, which are provided solely as a convenience to you. These linked websites and services are not under the control of Reflectiz and it is not responsible for the availability of such external websites 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 therein. In addition, Reflectiz is not responsible or liable for such linked websites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such websites and/or services and/or content and your dealings with such third parties are at your sole risk and expense. Reflectiz reserves the right to terminate any link at any time. You further acknowledge and agree that Reflectiz 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 websites or services. Most of such linked websites 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 websites and services, inter alia, in order to know

what kind of information about you is being collecting.

12. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at www.reflectiz.com/privacy. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.
13. **Copyright Policy.** It is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement in accordance with our Copyright and Content Policy which may be viewed at: www.reflectiz.com/copy-right ("**Copyright Notice**").
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- 15.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, REFLECTIZ SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF REFLECTIZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.
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16. Indemnity. You agree to defend, indemnify and hold harmless Reflectiz and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your User Submissions; (iii) your interaction with any Site user; or (iv) your violation of these Terms.

17. Term and Termination. These Terms are effective until terminated by Reflectiz or you. Reflectiz, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Reflectiz shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 17, and Sections 7 (Intellectual Property Rights), 8.3 (License to User Submissions), 12 (Privacy), 14 (Warranty Disclaimers), 15 (Limitation of Liability), 16

(Indemnity), and 18 (Independent Contractors) to 20 (General) shall survive termination of these Terms.

- 18. Independent Contractors.** You and Reflectiz are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Reflectiz. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Reflectiz.
- 19. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Reflectiz without restriction or notification to you.
- 20. General.** Reflectiz reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and Reflectiz shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Reflectiz may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Reflectiz concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU 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.

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