



BY USING THIS WEB SITE YOU INDICATE YOUR AGREEMENT WITH THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THIS WEB SITE.

## TERMS OF USE

### 1. ACCEPTANCE OF TERMS

Cam-Trax provides its website services to you, subject to the following Terms of Use ("**Terms of Use**"). By using or registering with our services you agree to the terms and conditions of these Terms of Use. These Terms of Use may be amended or modified from time to time without notice to you, and continued use of the services by you is considered acceptance of any such amendments or modifications. In addition, when using particular Cam-Trax services, you and Cam-Trax will be subject to any guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Use. You are responsible for regularly reviewing these Terms of Use.

### 2. THE SERVICE

Cam-Trax provides users with its proprietary computer vision technology and other software interfaces allowing Camera-based Man-Machine interface (collectively the "**Service**"). Unless explicitly stated otherwise, any new feature(s) that augments or enhances the current Service will be subject to these Terms of Use.

In order to use the Service you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

### 3. PERSONAL AND NON-COMMERCIAL USE ONLY

Unless otherwise specified, the Cam-Trax web site is for your personal and non-commercial use only. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Service, use of the Service, or access to the Service.

### 4. YOUR REGISTRATION OBLIGATIONS

If you submit registration information to us you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "**Registration Data**") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Cam-Trax has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Cam-Trax has the right to suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof.

### 5. CAM-TRAX PRIVACY POLICY

Registration Data and certain other information about you are subject to our Privacy Policy. Cam-Trax will not share any personal information of its users with any third party without the consent of such user or unless required under applicable law.

### 6. MEMBER ACCOUNT, PASSWORD AND SECURITY

If you register for certain Services you may receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Cam-Trax of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Cam-Trax will not be liable for any loss or damage arising from your failure to comply with your obligation to maintain your own security and privacy.

### 7. RESPONSIBILITY FOR CONTENT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("**Content**"), whether publicly posted or privately transmitted via the Service, are the sole responsibility of the person who provided such Content. This means that you, and not Cam-Trax, are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the Service. Cam-Trax does not pre-screen or monitor or control the Content accessible via the Service and, as such, does not guarantee the accuracy, integrity, quality or lawfulness of such Content.

You understand that by using the Service you may be exposed to third party Content that is offensive, indecent, objectionable or even hateful or obscene. Under no circumstances will Cam-Trax be liable in any way for any third party Content, including but not limited to any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Service.

### 8. RULES OF CONDUCT

You agree to use the Service only to upload material that is proper and lawful (such use, including without limitation the following specific examples, will be referred to as "**Rules of Conduct**"). By way of example, and not as a limitation, you agree that you will not:



- upload, post, e-mail or otherwise transmit any Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially or ethnically inciteful;
- upload, post, e-mail or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (including without limitation inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, e-mail or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. In order to protect our users from such malicious files Cam-Trax does not allow anyone to upload executable files, including .exe or .bat files, or archives, including .zip and .rar files.
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- harm or attempt to harm minors in any way, or "stalk" or otherwise harass another;
- collect or store personal data about other users or harvest or otherwise collect information about others, including e-mail addresses, without their consent.

Failure to comply with the Rules of Conduct may result in deletion of the offending content without prior notice and/or termination of your use of the Service.

#### **9. REMOVAL AND PRESERVATION OF CONTENT**

You acknowledge that Cam-Trax does not pre-screen or monitor your or any third party Content, but that Cam-Trax and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, Cam-Trax and its designees will have the right to remove any Content that violates the Terms of Use or is otherwise objectionable.

You acknowledge and agree that Cam-Trax may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Cam-Trax, its users and the public.

#### **10. COMPLIANCE WITH LAWS**

By using the Service you agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations that govern your use of such Service. Without limiting the foregoing and in recognition of the global nature of the Internet, you agree to comply with all local and international rules regarding online conduct and acceptable Content. You also agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and to comply with any other local laws affecting the transmission or posting of Content or affecting the privacy of persons.

#### **11. RIGHTS TO CONTENT**

Cam-Trax does not claim ownership of the materials you post, upload, input or submit to any Cam-Trax Web Site or its associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing or submitting your Submission you grant Cam-Trax the rights to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission in connection with the Service, and grant other users of the Service the right to use your Submissions in connection with the Service, and for Cam-Trax to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission. Cam-Trax is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Cam-Trax's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

#### **12. INDEMNITY**

You agree to indemnify and hold Cam-Trax, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post or transmit through the Service, your use of the Service, your connection to the Service, your violation of the Terms of Use, or your violation of any rights of another.

#### **13. PAYMENT**

**Access to and use of our Service is currently free of charge.**

Cam-Trax may, at our sole discretion, change this policy and begin charging for access to our Service and other



features and services, and we may, at our sole discretion, add, remove or change the features and Services we offer or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new Service for which fees are applicable, we will publish the fees for that Service at the launch of the Service. If we impose new fees or change the fees for an existing Service, such new or revised fees shall automatically be effective thirty (30) days after they are initially posted on our website. Once fees and changes become effective you agree to pay all fees and charges specified and all applicable taxes for the Services provided and benefits received. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Terms of Use (e.g., overdrawn accounts, exceeding account limits, etc.)

#### **14. USE AND STORAGE**

You acknowledge that Cam-Trax may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that uploaded Content will be retained by the Service. You agree that Cam-Trax has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Cam-Trax reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Cam-Trax reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### **15. MODIFICATIONS TO SERVICE**

Cam-Trax reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Cam-Trax will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **16. TERMINATION**

You agree that Cam-Trax, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Cam-Trax believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. You agree that any termination of your access to the Service under any provision of this Terms of Use may be effected without prior notice, and acknowledge and agree that Cam-Trax may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Cam-Trax will not be liable to you or any third-party for any termination of your access to the Service.

#### **17. LINKS, SEARCH ENGINES**

The Service may provide, or third parties may provide, links to other World Wide web sites or resources ("**Linked Sites**"). The Linked Sites are not under the control of Cam-Trax and Cam-Trax is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Cam-Trax is not responsible for webcasting or any other form of transmission received from any Linked Site. The inclusion of any link does not imply endorsement by Cam-Trax of the site or any association with its operators. You acknowledge and agree that Cam-Trax will 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 such Content, goods or services available on or through any such site or resource.

You understand and acknowledge that any Contents you post, upload input or provide in connection with the Service may be accessible and made public through search engines, meta-search tools, crawlers, meta-crawlers and other similar tools ("**Search Engines**"). Cam-Trax is not responsible for the presence or activity of any such Search Engines and will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the actions of such Search Engines.

#### **18. PROPRIETARY RIGHTS**

You acknowledge and agree that the Service, and any know-how, methodologies, equipment, or processes used by Cam-Trax to provide the Service, including without limitation all patent, copyright, trade secret and other proprietary rights therein, are and shall remain the sole and exclusive property of Cam-Trax. Except as expressly authorized by Cam-Trax, you may not copy, modify, rent, lease, loan, sell, distribute, or create derivative works of the Service or its Contents, in whole or in part.

#### **19. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY. CAM-TRAX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. CAM-TRAX MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN CONNECTION WITH THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE



TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

## **20. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CAM-TRAX SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, TIME, MONEY OR OTHER LOSSES (EVEN IF CAM-TRAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

## **21. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 20 AND 21 MAY NOT APPLY TO YOU.

## **22. CAM-TRAX SOFTWARE**

Software (if any) that is made available to download from the Cam-Trax web site, excluding software that may be made available by end users ("**Software**"), is the copyrighted work of Cam-Trax and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("**License Agreement**"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

All Software is owned by Cam-Trax and/or its suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT.

## **23. CAM-TRAX MARKS**

"Cam-Trax" and other Cam-Trax logos and product and service names are trademarks of Cam-Trax (the "**Cam-Trax Marks**"). Without Cam-Trax's prior permission, you agree not to display or use in any manner the Cam-Trax Marks.

## **24. NOTICES**

Notices to you may be made via either e-mail or regular mail. The Service may also provide notices of changes to the Terms of Use or other matters by displaying notices or links to notices to you generally on the Service. You agree that all agreements, notices, disclosures and any other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **25. GENERAL INFORMATION**

Unless otherwise specified in these Terms of Use, this agreement constitutes the entire agreement between yourself and Cam-Trax with respect to use of the Cam-Trax web site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between yourself and Cam-Trax with respect to use of the Cam-Trax web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

These Terms of Use will be governed by, construed and enforced in accordance with the laws of the State of Israel, without regard to its conflict of laws provisions. Any dispute arising with respect to this Agreement shall be resolved by negotiation between the parties or, if necessary, by resort to an appropriate court located in the State of Israel. You expressly waive any right to pursue any claim against Cam-Trax relating to this Agreement in any forum or venue located outside Israel. In the event of the filing of any such claim, you agree to transfer such filing to any appropriate or available forum or court in Israel, at our sole discretion.

In the event of a merger, acquisition, corporate reorganization, sale of all or substantially all of Cam-Trax's assets, or similar transaction, you agree that this Agreement, all rights herein, and all incorporated agreements may be automatically assigned by Cam-Trax, at our sole discretion, to one or more third parties.



The failure of Cam-Trax to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision.

If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

Cam-Trax's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Cam-Trax's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Cam-Trax web site or information provided to or gathered by Cam-Trax with respect to such use.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.