

**Last Updated: March, 2019**

**I acknowledge that (i) I am the End-User (the person using the Device and the Application, both as defined below) and agree to the terms and conditions in this Agreement or (ii) I have legal authority to bind the End-User to these terms and conditions.**

**WALABOT HOME DEVICE AND MOBILE APPLICATION AGREEMENT**

This is an agreement between the person using the Device and the person using the Application, on the one hand, and Vayyar Imaging, Ltd. (“**Company**”), on the other hand. You may print out a copy of this Agreement by going to [www.walabothome.com](http://www.walabothome.com).

**IMPORTANT!**

**READ THESE TERMS AND CONDITIONS CAREFULLY. THEY LIMIT OUR LIABILITY AND CONTAIN OTHER IMPORTANT PROVISIONS.**

**IMPORTANT NOTICE:**

BY INSTALLING OR USING THE DEVICE OR THE APPLICATION, YOU:

- ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- AGREE TO BE BOUND BY THIS AGREEMENT;
- AGREE THAT THIS AGREEMENT REPLACES AND SUPERCEDES ANY PRIOR AGREEMENT BETWEEN YOU AND THE COMPANY;
- AGREE THAT THE USE OF THE DEVICE, THE APPLICATION AND THE ALERT SERVICE (DEFINED IN THE AGREEMENT) ARE SUBJECT TO THIS AGREEMENT;
- REPRESENT YOU ARE OF LEGAL AGE AND HAVE THE LEGAL RIGHT AND CAPACITY TO ENTER INTO THIS AGREEMENT;
- AGREE TO COMPLY WITH THE APPLICABLE TERMS OF (1) YOUR MOBILE SERVICE PROVIDER, (2) THE GOOGLE PLAY STORE AND (3) THE APP STORE; AND
- ACKNOWLEDGE THAT (1) THIS AGREEMENT IS BETWEEN YOU AND THE COMPANY ONLY (NOT APPLE) AND (2) THE COMPANY ONLY (NOT APPLE) IS SOLELY RESPONSIBLE FOR THE APPLICATION AND THE CONTENT THEREOF.

IF YOU DO NOT AGREE TO THE TERMS, DO NOT INSTALL THE APPLICATION AND DO NOT USE THE DEVICE, THE APPLICATION OR THE ALERT SERVICE.

**THIS IS A BINDING AGREEMENT. THIS AGREEMENT IS BINDING ON YOU AND YOUR HEIRS, EXECUTORS AND ADMINISTRATORS. THIS AGREEMENT IS BINDING ON THE END-USER IF YOU ARE NOT THE END USER BUT CLICKED “I ACCEPT.”**

**THE DEVICE AND APPLICATION ARE NOT A SUBSTITUTE FOR 911. NEITHER THE DEVICE NOR THE APPLICATION IS A SUBSTITUTE FOR 911. IF YOU NEED HELP AND**

**ARE ABLE TO DIAL 911 OR ANY OTHER PUBLIC EMERGENCY SERVICE, YOU SHOULD DO SO.**

- 1. Certain Defined Terms.** For brevity, clarity and simplicity, this Agreement contains a number of capitalized, defined terms. “**Agreement**” means this agreement. “**End-User**” means the person using the Device. “**Emergency Contact**” means the person using the Device mobile application. “**Device**” means the Walabot Home™ fall detection device and any accessories or devices we provide you. “**Application**” means the Walabot HOME mobile application installed by the Emergency Contact for use with the Device and any related software, websites, updates, corrections, content and documentation. “**Wi-Fi**” means the Wi-Fi network installed in your home and to which the Device is connected. “**Responders**” means any person or entity that may respond to an alert or a call from the Emergency Contact, including any police, fire or medical personnel. “**Smartphone**” means any phone where the Application is installed or phone number selected for Emergency Contact. Company is sometimes referred to as “**we**,” “**us**” or “**our**”. The End-User and the Emergency Contact are each sometimes referred to in this Agreement as “**you**”, “**your**”, or “**buyer**”. The “**Alert Service**” is defined in the paragraph entitled “Alert Service” below. Other defined terms are capitalized throughout the balance of the Agreement. Whether or not capitalized, the word “including” is not a word of limitation but means “including, without limitation or example.” In this Agreement, the term “**Representatives**” (as defined in the Limitation of Liability below) means each and any of the Representatives.
- 2. Ordering.** You shall order the Device and the Alert Service by issuing an irrevocable purchase order in a form acceptable to the Company which may be accepted or rejected by the Company, subject to availability or other reasonable reasons. The Company will use reasonable commercial efforts to approve or reject purchase orders within 10 business days and in case of no response it shall be deemed as rejection. The Company shall have no liability to you as a result of refusal of any such orders submitted. No order shall bind the Company until accepted by its authorized representative. Following acceptance, a purchase order may be cancelled or rescheduled by the Company for reasonable reason at any stage before receiving shipment notification. Each purchase order shall include a description of the ordered Device, quantity (which shall not exceed 10 Device units per buyer), total cost in accordance with the Company’s applicable quotation, shipping location and method of payment. If the terms and conditions of the buyer’s purchase order conflict, in whole or in part, with the provisions of this Agreement, such terms and conditions set forth in the buyer’s purchase orders shall be of no force or effect whatsoever. In the event that you are interested in ordering more than 10 Product units, you may contact the Company at [homesupport@walabot.com](mailto:homesupport@walabot.com).
- 3. Price and Payment.** Prices for the Device and the Alert Service are set forth in the Company’s website, at [www.walabothome.com](http://www.walabothome.com), as may be amended from time to time by the Company. The prices include a one-time payment for purchasing the Device and a subscription payment for the Alert Service that will be charged on a monthly basis. The subscription shall renew automatically on a monthly basis, unless you notify us in writing on your intent not to renew your subscription at least 1 week prior to the end of each calendar month. All prices are exclusive of insurance, duties and other charges related thereto. All prices are also exclusive of shipping costs unless otherwise noted on the Company’s website. Such charges, when applicable, will appear upon checkout, prior to order confirmation as separate additional items on the quotation and invoice. Unless otherwise specified by the Company in writing, payment terms are in United States Dollars, upon the purchase of the Device. The Company, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. Even after the Company’s acceptance of an order, shipments or deliveries will, at all times, be subject to the Company’s approval and the Company may at any time decline to make any shipments or deliveries until receipt of payment or upon additional terms and conditions or security are satisfactory to the Company. You shall not have the right to any set-off with respect to any due payment. The

Company reserves the right to declare all sums immediately due and payable hereunder for any breach of this Agreement including, without limitation, failure to comply with credit terms.

4. **Taxes.** All amounts paid hereunder are net and exclusive of any value added tax or withholding tax, which shall be your responsibility.
5. **Title and Delivery.** Title and the risk of loss or damage to the Device shall pass to you upon delivery of the Device to a common carrier at the Company's shipment facility, carrier acting as your agent. The Company may choose the method of shipment in its discretion. The shipping fees will be calculated according to the delivery address and method of shipment, at the Company's discretion. If you delay shipment, any Devices held for you during any such delay shall be at your risk and expense. The Company shall make commercially reasonable efforts to meet the date(s) quoted or acknowledged; however, you understand that delivery is dependent on third parties which are outside the Company's control and thus, in no event will the Company be liable for any delays. In the event of any such delay, the date of delivery shall automatically be extended for a period equal to the time lost by reason of the delay. In the event that the Company, for any reason, has insufficient supplies of the Device to meet future demand or accepted offers, the Company shall contact you within a reasonable time and offer you to either: (i) cancel the order in which case the Company shall refund you all amounts paid; or (ii) wait until the Company has the Device in stock in which case the Company shall deliver the Device to you once in stock (and hold your payment).
6. **30 DAY MONEY BACK GUARANTY.** YOU MAY RETURN THE DEVICE, UNDAMAGED, AT YOUR SOLE COST OR CANCEL THE SUBSCRIPTION WITHIN 30 DAYS OF THE PURCHASE DATE (THE "RETURN PERIOD") FOR A FULL REFUND. CONTACT US AT [homesupport@walabot.com](mailto:homesupport@walabot.com) FOR A RETURN AUTHORIZATION. The Company will inspect the returned Device and issue a full refund if the Device is in "like new" condition (i.e., with all original packaging and components, such as user manual, and cables). Devices that are deemed defective due to your actions will not be refunded.
7. **Export Compliance.** You shall not transfer, export or re-export any Device or part thereof, or any related technology except in full compliance with export controls administered by the U.S., EU, Israel, and any other applicable import and use restrictions. You shall be solely responsible for ensuring compliance with and obtaining all required approvals to facilitate the export of any Devices.
8. **Consumer Laws.** Despite any other section of this Agreement, if any legislation affects your rights under this Agreement (a "Consumer Law"), then to the extent that any term or section contained in this Agreement: (i) becomes void or unenforceable for any reason; or (ii) would be unfair under the applicable Consumer Law if applied or relied upon in a particular way; that term or section shall be severed such that all remaining terms and sections of this Agreement shall continue to be in full force and effect and be unaffected by the severance of any other term or provision. No section of this Agreement excludes or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any Consumer Law which cannot lawfully be excluded, limited or modified.
9. **YOU HAVE JOINT AND SEVERAL LIABILITY UNDER THIS AGREEMENT.** YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE (I) USE OF THE WORD "YOU" AND "YOUR" THROUGHOUT THIS AGREEMENT MEANS BOTH END-USER AND EMERGENCY CONTACT; AND (II) THE OBLIGATIONS, RESPONSIBILITIES, REQUIREMENTS AND LIMITATIONS IMPOSED ON END-USER AND EMERGENCY CONTACT IN THE AGREEMENT ARE JOINT AND SEVERAL IN ALL RESPECTS. JOINT AND SEVERAL LIABILITY MEANS THE END-USER IS LEGALLY LIABLE FOR THE EMERGENCY CONTACT AND THE EMERGENCY CONTACT IS LEGALLY LIABLE FOR THE END-USER.

**10. THE DEVICE AND APPLICATION ARE NOT LIFE-SAVING DEVICES.** YOU ACKNOWLEDGE THAT (I) THE DEVICE AND APPLICATION ARE DESIGNED TO REDUCE – BUT NOT ELIMINATE – THE RISK THAT MAY ACCOMPANY FALLS BY AN END-USER IN A PERSONAL, RESIDENTIAL BATHROOM; (II) NEITHER THE DEVICE NOR THE APPLICATION ARE DESIGNED TO SAVE LIVES AND YOU MAY NOT RELY UPON THE DEVICE OR THE APPLICATION TO SAVE LIVES; (III) THE DEVICE MAY ONLY BE INSTALLED AND USED IN A PERSONAL, RESIDENTIAL BATHROOM SETTING; (IV) YOU MAY USE THE DEVICE AND THE APPLICATION ONLY (A) IF AN EMERGENCY CONTACT DOWNLOADS THE APPLICATION ON THEIR SMARTPHONE AND (B) IN ACCORDANCE WITH THE INSTALLATION AND USE REQUIREMENTS (AS DEFINED BELOW); (V) THE ALERT SERVICES WILL NOT BEGIN UNTIL YOU INSTALL AND SET UP THE DEVICE AND THE APPLICATION IN ACCORDANCE WITH OUR INSTRUCTIONS; (VI) YOU MUST PROVIDE ACCURATE AND COMPLETE INFORMATION WHEN INSTALLING AND USING THE DEVICE AND THE APPLICATION; AND (VII) YOU ALONE ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS ALL SUCH INFORMATION. YOU MAY USE THE DEVICE AND THE APPLICATION SOLELY FOR PERSONAL, NOT COMMERCIAL USE.

**11. The License.** Subject to the terms and conditions of this Agreement, Company grants End-User and Emergency Contact each a limited, non-exclusive, non-transferable, non-commercial license to install and use the Device and Application in accordance with this Agreement. All software, firmware, shareware, codes, information and documentation arising out of or from the Device and the Application are our sole and exclusive property and you have no rights in any of the foregoing. You acknowledge that “Vayyar” and “Vayyar Imaging” are trade names that belong to Company and you have no right in either or in any related trade names or trademarks. WE MAY MODIFY, TERMINATE OR SUSPEND ANY FORM OF SERVICE TO YOU ON REASONABLE NOTICE TO YOU.

**12. The License Controls.** Company reserves all rights not expressly granted to you. Company retains all right, title and interest in and to the software included in the Device and Application. This Agreement will govern any software upgrades that replace and/or supplement software in the Device or the Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. Company alone owns all content on the Application. WE MAY PROVIDE AND CHARGE FOR UPGRADES, UPDATED VERSIONS, BUGS AND FIXES. WE MAY REQUIRE PAYMENT OF PERIODIC FEES FOR USE OF ANY UPGRADED OR UPDATED APPLICATION.

**13. The Alert Service.** If the Device detects a fall, the Device will send an alert to the Application on the Smartphone or a text message to your or to any other Emergency Contact’s Smartphone (message and data rates may apply). Once the Emergency Contact receives an alert or a text message, the Device will connect to the Smartphone to permit two-way voice communications between the Device and the Application. ONLY THE EMERGENCY CONTACT MONITORS THE DEVICE AND APPLICATION.

**14. How long this Agreement Lasts.** This Agreement lasts for as long as the End-User and Emergency Contact use the Device and Application. You can stop using the Alert Service at any time via our website [www.walabothome.com](http://www.walabothome.com) or by writing an email to [homesupport@walabot.com](mailto:homesupport@walabot.com). We reserve the right to suspend or terminate your access to the Alert Service with notice to You if: (a) You are in breach of this Agreement; (b) You are using the Alert Service in a manner that would cause a real risk of harm or loss to us or other users; or (c) You are not paying the monthly fees during at least 1 month. If you enter into some other written agreement with Company, then that other agreement may take the place of this Agreement. Your obligations under this Agreement shall survive expiration or termination of this Agreement. WE MAY TERMINATE THIS LICENSE FOLLOWING NOTICE TO THE

EMERGENCY CONTACT SENT VIA THE APPLICATION FOR GOOD CAUSE, INCLUDING THE BREACH BY END-USER OR EMERGENCY CONTACT OF THIS AGREEMENT.

- 15. We May Modify this Agreement on Notice to You.** You agree that we may modify this Agreement from time-to-time by providing the Emergency Contact (defined below) notice of such modifications *via* the Application (defined below). If you do not agree to such modifications, you may stop using the Device and Application. If you continue to use the Device and Application you shall be deemed to have accepted such modifications. You may not modify this Agreement.
- 16. Device Installation and Use; Application Set-Up and Use.** You must follow our written requirements for the (i) installation and use of the Device (the “**Installation and Use Requirements**”) and (ii) set-up and use of the Application (the “**Application Requirements.**”) The Installation and Use Requirements are set forth in the booklet in the box used to ship the Device to you. Both the Installation and Use Requirements and the Application Requirements (together, the “**Requirements**”) are set forth at our website at [www.walabothome.com](http://www.walabothome.com). The Requirements are incorporated by reference in, and form an integral part of, this Agreement. You agree that we may modify the Requirements from time-to-time by notice to the End-User sent *via* the Application. You shall abide by all laws when you use the Device and the Application. YOU MAY NOT DISTRIBUTE OR MAKE THE APPLICATION AVAILABLE OVER A NETWORK WHERE IT COULD BE USED BY MULTIPLE DEVICES AT THE SAME TIME. YOU MAY NOT RESELL THE DEVICE OR THE APPLICATION OR USE THE DEVICE OR APPLICATION FOR ANY COMMERCIAL USE.
- 17. The Device and Application May Not Always Work.** You understand, acknowledge and agree that the Device and Application may not always work for a number of reasons. For example, the Device requires Wi-Fi to connect to the End-User’s wireless telephone network (the “**Network**”) to transmit and receive data and two-way voice communications (“**Communicate**”). If the Device is not connected to the Wi-Fi or if the Wi-Fi is not working for any reason, the Device will not be able to Communicate with the Application on the Smartphone. Likewise, if the Network or Internet is not available or working for any reason, the Device will not Communicate with the Smartphone and the Emergency Contact will not be able to receive an alert. The Network may not be available if the Smartphone is out of range or because of certain conditions such as topography, buildings or the weather. YOU MUST PROVIDE WI-FI AND THE NETWORK AT YOUR SOLE COST. WE ARE NOT RESPONSIBLE, AND HAVE NO LEGAL LIABILITY, IF THE DEVICE AND APPLICATION CANNOT COMMUNICATE.
- 18. Data and Privacy.** We may collect and retain certain data regarding the use of the Device and the Application (the “**Data**”) but we will do so on a de-identified (meaning you will be anonymous). Our privacy policy can be found at [www.walabothome.com](http://www.walabothome.com). The privacy policy is incorporated by reference in, and forms an integral part of, this Agreement. YOU MAY NOT PERMIT OTHERS TO BREACH THE SECURITY OF THE DEVICE OR APPLICATION.
- 19. Intellectual Property.** You will not, directly or indirectly, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify or create derivative works of the Device or any of its components or software. You must keep all user names and passwords confidential. You alone assume the risk that any unauthorized person gains access or control of the Device, any Data or the Application.
- 20. Certain Use Restrictions.** You shall not, and shall not permit any third party to: (i) make the Application available over a network where it could be used by multiple devices owned or operated by different people at the same time; (ii) circumvent, disable or otherwise interfere with security-related features of the Device or Application or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Device or Application; (iii) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or

via the Device or Application; (iv) use Company's name, logo or trademarks without our prior written consent; or (v) use the Device or Application for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.

**OUR LIABILITY TO YOU AND TO OTHERS IS LIMITED.**

**21. YOU AGREE OUR LIABILITY IS LIMITED.** IF ANY LIABILITY ARISES ON THE PART OF COMPANY OR ANY OF COMPANY'S OFFICERS, MANAGERS, MEMBERS, AFFILIATES, PARTNERS, EMPLOYEES, MANUFACTURERS, SUPPLIER OR SUB-CONTRACTORS (COLLECTIVELY, "REPRESENTATIVES") FOR ANY PERSONAL INJURY OR DEATH OR ANY OTHER LOSS, DAMAGE, COST OR EXPENSE, PROPERTY DAMAGE OR OTHER LIABILITY ARISING OUT OF OR FROM ANY THEORY OF LIABILITY, INCLUDING TORT (WHETHER NEGLIGENT, INTENTIONAL OR OTHERWISE), CONTRACT, PRODUCT LIABILITY, STRICT LIABILITY, CONTRIBUTION, INDEMNIFICATION, BREACH OF A STATUTE OR OTHER RULE OR STANDARD OR ANY OTHER POSSIBLE CLAIM SUCH LIABILITY SHALL NOT EXCEED \$2,500 OR SUCH OTHER AMOUNT AS PERMITTED BY ANY APPLICABLE STATE OR FEDERAL STATUTE THAT THE COMPANY OR \ MAY VIOLATE, COLLECTIVELY FOR COMPANY AND REPRESENTATIVES.

**22. YOU AGREE TO MAINTAIN AND LOOK SOLELY TO INSURANCE FOR ANY LOSS.** THE PRICE OF THE DEVICE AND APPLICATION INCLUDE THE COST OF THE DEVICE, THE APPLICATION AND THE RELATED SERVICES BUT ARE NOT SUFFICIENT TO GIVE US A BASIS TO INSURE YOU OR OTHERS. YOU, THEREFORE, ACKNOWLEDGE AND AGREE THAT WE ARE NOT AN INSURER AND WE ARE NOT PROVIDING INSURANCE UNDER THIS AGREEMENT OR OTHERWISE. ACCORDINGLY, YOU AGREE TO MAINTAIN INSURANCE IN AN AMOUNT YOU THINK SUFFICIENT TO PROVIDE FULL AND COMPLETE COVERAGE FOR ANY LOSS, DAMAGE OR EXPENSE THAT YOU, YOUR FAMILY OR OTHERS MAY SUSTAIN OR FOR WHICH YOU MAY BE LIABLE, INCLUDING MEDICAL INSURANCE, DISABILITY INSURANCE, LIFE INSURANCE, PROPERTY INSURANCE AND LIABILITY INSURANCE. YOU AGREE TO (I) LOOK EXCLUSIVELY TO THE INSURANCE YOU MAINTAIN AND (II) RELEASE COMPANY AND REPRESENTATIVES FOR ALL SUCH LOSS, DAMAGE AND EXPENSE, INCLUDING ANY DEDUCTIBLES OR SIMILAR AMOUNTS.

**23. YOU ALSO AGREE OUR DAMAGES ARE LIMITED.** IN ADDITION TO ANY OTHER PROVISION IN THIS AGREEMENT, NEITHER COMPANY NOR REPRESENTATIVES WILL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES.

**24. YOU WAIVE SUBROGATION.** YOU WAIVE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE TO SUE COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF.

**25. YOU AGREE TO INDEMNIFY US.** IF ANYONE, INCLUDING THE INSURANCE COMPANIES OF END-USER OR EMERGENCY CONTACT (OR ANY OTHER INSURANCE COMPANY), MAKES A CLAIM AGAINST COMPANY OR REPRESENTATIVES, END-USER AND EMERGENCY CONTACT AGREE TO, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ANY LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES, INCLUDING ANY LOSS, DAMAGE OR EXPENSE IN CONNECTION WITH OR ARISING OUT OF OR FROM (I) THE DEVICE, INCLUDING THE USE OF THE

DEVICE, WHETHER OR NOT THE DEVICE WORKS, (II) THE APPLICATION, INCLUDING THE USE OF THE APPLICATION, WHETHER OR NOT THE APPLICATION WORKS, (III) THE ALERT SERVICE, WHETHER OR NOT THE ALERT SERVICE WORKS; (IV) THIS AGREEMENT; (V) THE ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES; (VI) PRODUCT OR STRICT LIABILITY; OR (VII) CONTRIBUTION, INDEMNITY OR SUBROGATION (BY ANY PERSON OR ENTITY).

**26. FAILURE OF ESSENTIAL PURPOSE.** THE LIMITATIONS IN THIS AGREEMENT APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**27. You are Responsible for False Alarms and Forced Entry.** If the Device is activated for any reason and any alert is sent to the Application resulting in the dispatch of Responders, you alone shall pay any fines, fees, costs, expenses or penalties assessed against you or Company by any court or governmental agency. You must provide any emergency Responders access to the Premises. If you fail to provide access, Responders may use force to enter the Premises, and that may result in damage. You alone are responsible for any such damage. Company has no control over response times for Responders. You hereby release Company and Responders from all claims, losses and damages that may arise from any forced entry or delayed response.

**28. You Release Us for Circumstances Beyond Our Control.** Our obligations will be waived automatically and we will not be liable to you or any other person or entity if we are unable to provide the Device or Application or if the Device or Application do not work because or as a result of, or in connection with, any circumstances beyond our control, including any loss of communications, including the loss of Wi-Fi, the Network, the Internet or any other communications network such as any telephone, radio or other network, or any flood, fire, earthquake, explosion, civil unrest, war, invasion, terrorism, labor unrest, or other acts of God in any such case for the duration of such circumstance.

**29. LIMITED WARRANTY-DEVICE.** IF THE DEVICE BECOMES DEFECTIVE DUE TO A DEFECT IN MATERIALS, WORKMANSHIP OR DESIGN WITHIN SIX (6) MONTHS OF YOUR PURCHASE, COMPANY WILL REPLACE THE DEVICE. THIS IS COMPANY'S SOLE WARRANTY. THIS LIMITED WARRANTY CAN ONLY BE USED BY THE ORIGINAL DEVICE PURCHASER AND IS NOT ASSIGNABLE. YOU MUST RETURN THE DEVICE TO COMPANY'S DESIGNATED LOCATION SO THAT WARRANTY SERVICE MAY BE RENDERED. THIS WARRANTY DOES NOT COVER DAMAGE CAUSED BY ACCIDENT, VANDALISM, NEGLIGENCE OR MISTAKE, VIOLATION OF THE INSTALLATION AND USE REQUIREMENTS, FLOOD, WATER, LIGHTNING, FIRE, ABUSE, MISUSE, ACTS OF GOD, CASUALTY (INCLUDING ELECTRICITY), NEGLIGENCE, ATTEMPTED UNAUTHORIZED REPAIR SERVICE BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE (EXCLUDING ORDINARY WEAR AND TEAR).

**30. NO WARRANTY-APPLICATION AND SOFTWARE.** THE APPLICATION AND SOFTWARE USED IN CONNECTION WITH THE DEVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND (EXPRESS OR IMPLIED) EXCEPT THAT WE WARRANT TO YOU ONLY THAT, TO COMPANY'S ACTUAL KNOWLEDGE, COMPANY HAS THE LEGAL RIGHT TO GRANT THE LICENSE TO YOU UNDER THIS AGREEMENT. WE DO NOT WARRANT THAT THE APPLICATION OR SOFTWARE USED IN THE DEVICE WILL BE ERROR-FREE OR WILL NOT CONTAIN VIRUSES OR OTHER HARMFUL CODE.

**31. IF YOU NEED WARRANTY SERVICE.** THE WARRANTOR'S: (I) NAME IS VAYYAR IMAGING, LTD.; (II) SHIPPING/MAILING ADDRESS IS Avraham Giron 3, Yehud, ISRAEL; AND

(III) EMAIL ADDRESS TO USE FOR WARRANTY SERVICE OR OTHER SUPPORT IS [homesupport@walabot.com](mailto:homesupport@walabot.com). IF YOU NEED WARRANTY SERVICE, YOU MUST SEND US AN EMAIL. ALL WARRANTIES IN THIS AGREEMENT ARE CONDITIONED UPON YOUR LAWFUL AND PROPER USE OF THE DEVICE AND APPLICATION IN ACCORDANCE WITH THIS AGREEMENT.

**32. CERTAIN WARRANTIES DO NOT APPLY.** YOU ACKNOWLEDGE THAT (A) ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY WILL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; (B) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF GOOD AND WORKMANLIKE SERVICES, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DEVICE, THE APPLICATION OR ANY RELATED SERVICE MAY NOT BE COMPROMISED OR CIRCUMVENTED OR WILL WORK AS INTENDED, THAT THE DEVICE OR APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS IN THE DEVICE OR APPLICATION WILL BE CORRECTED; AND (C) ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

**33. Applicable Law.** This Agreement will be governed by and construed according to the laws of the state of New York without reference to its conflicts of law rules. The interpretation of this Agreement will not be construed against the drafter.

**34. YOU MUST ARBITRATE CERTAIN CLAIMS.** IF YOU HAVE A CLAIM AGAINST COMPANY OR REPRESENTATIVES, YOU MUST ARBITRATE THAT CLAIM IN ACCORDANCE WITH THIS SECTION UNLESS THE AMOUNT OF DIRECT DAMAGES YOU CAN LAWFULLY CLAIM (NOT AGGREGATED AS MAY BE PERMITTED BY ANY LAW) IN ANY CLAIM EXCEEDS FIVE THOUSAND (\$5,000.00) DOLLARS ON AN INDIVIDUAL BASIS (THE “CLASS THRESHOLD”). YOU WAIVE YOUR RIGHT TO BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION FOR ANY DAMAGES IN EXCESS OF THE CLASS THRESHOLD. FOR CLAIMS WITHIN THE CLASS THRESHOLD, WHETHER OR NOT YOU WISH TO BRING SUCH CLAIMS AS PART OF A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, YOU SHALL BRING SUCH CLAIMS EXCLUSIVELY IN BINDING ARBITRATION ADMINISTERED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN NEW YORK, NEW YORK. YOU SHALL BRING ANY CLAIM FOR DAMAGES IN EXCESS OF THE CLASS THRESHOLD EXCLUSIVELY IN THE COURT AGREED TO IN THIS AGREEMENT.

**35. JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING (“SUIT”) ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT THAT IS IN EXCESS OF THE CLASS THRESHOLD SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN NEW YORK, NEW YORK<sup>1</sup>. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT

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AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY. YOU CONSENT TO COMPANY'S SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR OTHER LEGAL PROCEEDING SENT BY FIRST-CLASS U.S. MAIL TO THE ADDRESS YOU PROVIDE LICENSOR.

- 36. Assignment.** You may not assign this Agreement. We may assign this Agreement or any portion thereof. If we assign this Agreement, we are released from all liabilities or obligations that may arise after the assignment.
- 37. No Waiver of Breach.** Waiver of any breach of this Agreement will not be a waiver of any subsequent breach. Our rights under this Agreement will be cumulative, and may be exercised concurrently or consecutively, and will include all remedies, even those remedies not referred to in this Agreement.
- 38. Integration; Amendment.** This Agreement contain the entire agreement between you and us concerning the subject matters of this Agreement and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, written or oral, pertaining to such matters, all of which are merged into this Agreement. Any amendment of this Agreement must be in a writing signed by both parties.
- 39. Severability.** If any provision hereof (or portion thereof), or its application to any circumstances, is held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, will not be affected, and will remain in full force and effect as valid, binding and continuing.
- 40. Third-Party Beneficiaries.** The Company and Representatives are the only third-party beneficiaries of this Agreement. There are no other third-party beneficiaries.
- 41. Contractual Limitation of Actions.** All claims, actions or proceedings by or against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this paragraph must be complied with strictly.
- 42. Headings; Construction.** The paragraph titles used herein are for convenience of the parties only and will not be considered in construing the provisions of this Agreement.

If you download the Application from the Apple, Inc. (“**Apple**”) App Store (or in any event if you download an Apple iOS application) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- (i) You acknowledge and agree that:
- (a) this Agreement is concluded between the Company and you only, and not with Apple, and the Company and its licensors, and not Apple, are solely responsible for the Application and the content thereof.
  - (b) your use of the Application is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
  - (c) the license granted herein is limited to a non-transferable right to use the Application on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
  - (d) the Company is solely responsible for providing any maintenance and support services with

respect to the Application, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

- (e) the Company is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the Company's sole responsibility;
- (f) the Company, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the Application or your possession and/or use of the Application, including, but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the Application's use of HealthKit and HomeKit frameworks;
- (g) in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
- (h) Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.