

TechSee Terms of Service

TechSee Augmented Vision Ltd. ("TechSee" or "us", "our", "we") provides an online solution that facilitates the remote technical assistance between End Users and Companies by allowing Companies to view real-time images of the End Users physical environment through the End User's mobile camera (the "Solution"). These Terms of Service (the "Terms") govern your access and use of our website located at www.techsee.me (the "Site") and any services that we provide through our Solution (together with the Site, the "Services"). "Company" or "Companies" means any entity that uses our Solution to provide you remote technical assistance. "End User", "End Users" or "you" means a customer of a Company who uses the Services to receive remote technical assistance.

These Terms govern your access to and use of the Services. By using the Services you signify your assent to both these Terms and our Privacy Policy, which is incorporated into these Terms under section 4 (the "Privacy Policy"). If you do not agree to any of these Terms, please do not continue use of the Services.

- 1. Use of Services.** Subject to the terms and conditions hereof, during the period these Terms are in effect TechSee allows you to use the Services on a non-exclusive basis. TechSee may change, modify or update the Services at any time without prior notice to you, including removing functionality.
- 2. Restrictions.** Except as set forth expressly herein, you shall not, and shall not permit any third party, to (a) reverse engineer or attempt to find the underlying code of the Services; (b) modify the Services, or in any other way manipulate the Services; or (c) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the Services except as expressly permitted by these Terms. Persons under the age of 18 may not use the Services. You may only use the Services to provide accurate and current information to the Company in good faith. We reserve the right to terminate without notice your use of the Services if we have any reason to believe you may be using the Services either fraudulently or in bad faith. TechSee only provides the Services to assist the Company in giving remote visual assistance to the End Users. The Companies that use the Services are independent third parties, and TechSee shall have no responsibility for the actions of any Company, the goods, services, advice, data and information provided by any Company, or the content of any internet website of any Company. If you have any complaints regarding any of the foregoing, please be in touch directly with the applicable Company.
- 3. Intellectual Property.** All right, title and interest in (a) the Services, all content therein and related documentation and all enhancements, derivatives, bug fixes or improvements to the Services; and (b) all trade names, trademarks, and logos of TechSee shall at all times remain solely with TechSee or their licensors. All references in these Terms or any other communications to the sale, resale or purchase of the foregoing or any application shall mean only the right to use the Services pursuant to these Terms.
- 4. Privacy Policy.** We do not currently collect personal information, except the personal information that is as a matter of course incorporated into your photo, recorded session or video call with the Company. For example, if a photo video call incorporates your photograph or a photograph of your equipment which is requiring remote technical support, such photograph may be recorded and stored on our servers for analysis purposes and for improving the Company's Services. We won't share this information with others except as indicated below:

- In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law;
 - When we believe disclosure is appropriate in connection with efforts to investigate, prevent, report or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of TechSee, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce these Terms or other agreements or policies;
 - In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy;
5. **Disclaimer.** Your use of the Services is at your sole discretion and risk. The Services are provided on an “AS-IS” and “AS-AVAILABLE” basis without warranties of any kind. TechSee expressly disclaims any warranties and without limitation, express or implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. Any reliance on the Services is at your own risk, and TechSee disclaims any warranties, express or implied, (i) regarding the security, accuracy, reliability, timeliness and performance of the Services; or (ii) that the Services will be error-free or that any errors will be corrected; or (iii) regarding the performance of or accuracy, quality, currency, completeness or usefulness of any information provided by the Services.
 6. **Limitation of Liability.** in no event shall TechSee, its directors, officers, employees, agents or shareholders, be liable to you or any other third party for any damages, including but not limited to general, incidental, consequential, indirect, direct, special or punitive damages, arising out of or relating to the Services. TechSee’s entire liability under any provision of these terms shall not exceed amounts you have paid to TechSee to use the Services. As such, if you have not made any payment to TechSee to use the Services, TechSee shall have no liability to you in respect thereof. TechSee is not responsible for any connections to or from the Internet. TechSee is not responsible for any telephone network or lines or computer systems or servers. Under no circumstances shall TechSee be responsible for any loss or damage resulting from use of the Services, or from the conduct of any employees or agents of any Company, whether online or offline.
 7. **Third Parties.** TechSee does not endorse any products or services offered by the Company or any other third party. The Services may provide links to third party websites or third party services or resources. We have no control over third-party sites, content or resources and all use of the foregoing is at your own risk.
 8. **Miscellaneous.** To the extent that we need to contact you, you agree that we may do so via any electronic means, including but not limited to email communications. These Terms represent the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements between the parties regarding the subject matter hereof. If any provision of these Terms shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted to give maximum effect to its terms as permitted under law, and such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of these Terms which shall remain in full force and effect.