

Terms of Use

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS. YOU SHOULD READ THROUGH ALL THE TERMS CAREFULLY AS THEY CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE WEBSITE IN ANY MANNER.

These Terms of Use (the “**Terms**”) are a binding contract between you and INFINIDOME LTD. (the “**Company**”, “**we**”, “**us**” or “**our**”). By accessing or using the Website (as defined below), you acknowledge that you have read and understood and agree to comply with the terms and conditions below, and these Terms will always remain in effect while you use the Website.

1. In these Terms the following terms have the meanings ascribed next to them:
 - 1.1. “**Content**” means visual, audio, numeric, graphical, text or other data or content, which is displayed or made available through the Website or otherwise by us.
 - 1.2. “**Personal Data**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to an individual.
 - 1.3. “**User**” means any natural person visiting and using our Website.
 - 1.4. “**User Data**” means information, including but not limited to Personal Data relating to the User which is collected, processed or accessed while a User browses or uses the Website, whether relating to a User or to a third party.
 - 1.5. “**Website**” means our public websites listed in **Appendix A** providing marketing materials and professional information regarding our services and produce; for clarity, the term “Website” includes all Content on the Website.
2. The Website may only be used in compliance with all applicable laws and for legitimate purposes. You may use the Website only for your own non-commercial purposes and for no other purpose.
3. **User Responsibility.** User represents and warrants that: (i) the User Data and all other data you provide is accurate and complete, lawful and non-infringing; and (ii) your use or access of the Website will not: (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) create or cause any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) create or cause situations or environments where any failure or time delays of, or errors or inaccuracies in, the Content, or information on any systems of any third party could lead to death, personal injury, or severe physical or environmental damage; (e) create or cause any damages, corruption, loss, interferences, security intrusions or any failure of any systems in your control, possession, or your business operations, or any systems of any third-party.
4. **Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Website or Content to any third party, including, but not limited to your affiliates; (ii) circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or

copying of any Content or that enforce limitations on use of the Website; (iii) reverse engineer, decompile or disassemble, decrypt or attempt to derive the source code of, the Website, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Website, or any part thereof; (v) use any robot, spider, scraper or other automated means to access or monitor the Website or Content for any purpose; (vi) take any action that imposes or may impose (at the Company's sole discretion) an unreasonable or disproportionately large load on the infrastructure which supports the Website; (vii) interfere or attempt to interfere with the integrity or proper working of the Website, or any related activities; or (viii) use the Website in any unlawful manner or for any harmful, irresponsible or inappropriate purpose, or in breach of these Terms. Without derogating from the above, each User agrees to be liable to the Company for any act or omission of any of its employees or anyone on its behalf using the Website that would constitute a breach of these Terms if such acts or omissions were performed by the User.

5. **Security.** The Company agrees during the provision of the Website to implement reasonable security measures to protect User Data and will, at a minimum, utilize industry standard security procedures, as described in our Privacy Policy available at www.infiniDome.com. However, because of the nature of the Internet, the Company cannot ensure and we shall not be held liable for that the Website will be immune from any wrongdoings, malfunctions, unlawful interceptions or access, or other kinds of abuse and misuse (“**Faults**”) and the Company shall not be held liable for any damage caused as a result of your use of the Website, its unavailability, any error or Faults in the Website.
6. **Links to Other Websites.** The Website may provide links to the websites or services of other third-party sites. Links to such third-party sites do not constitute any endorsement by the Company of such third-party sites, or the quality, suitability or accuracy of the products, content, materials or information presented or made available by such sites. We encourage you to be aware when you leave the Website, and to read the terms and conditions and privacy policy of each other website and applications that you visit. You acknowledge and agree that the Company, its directors, officers, employees, agents, service providers and representatives, other third parties, and each of their respective successors and assigns, are not responsible for any claims, damages or losses caused or alleged to have been caused by the use of any third-party sites, or from the products, content, material or information presented by or available through those sites.
7. **Intellectual Property.**
 - 7.1. Website and Content. Title and full, exclusive ownership rights in the Website (and all parts of either, including the Content), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including data related to your usage of the Website (excluding User Data), are the exclusive property of the Company. You do not obtain any rights in our technology or intellectual property. You will not remove, alter, or obscure any proprietary notices (including copyright notices) of the Company on the Website. Any suggestions, recommendations, improvements, inventions and feedback by you or by anyone on your behalf in connection with the Website, and the produce of the Company are the sole property of the Company, irrespective of the creator.
 - 7.2. User Data. The intellectual property and all other rights, title and interest of any nature in and to User Data are and shall remain your exclusive property. Except as expressly set forth herein, nothing in these Terms shall be construed as transferring any rights, title or interests in User Data to the Company or any third party.
8. **Privacy Policy.** You acknowledge and agree that we will use any Personal Data that we may collect or obtain in connection with the Website in accordance with our Privacy Policy available at www.infiniDome.com. Other than our security obligations under Section 5, we assume no

responsibility or liability for User Data, and you shall be solely responsible for User Data and the consequences of using, disclosing, storing, or transmitting it.

9. **Warranty and Disclaimer**

9.1. THE WEBSITE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE WEBSITE AND CONTENT WILL MEET USER’S REQUIREMENTS OR THAT THE CONTENT IS ACCURATE OR UP TO DATE. YOU ASSUME ALL RESPONSIBILITY FOR ACCESSING AND USING THE WEBSITE AND CONTENT. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.2. PURCHASES OF SERVICES ARE NOT CONDUCTED THROUGH THE WEBSITE AND NOTHING IN THIS WEBSITE CONSTITUTES A COMMITMENT OF OURS TO PROVIDE SERVICES TO ANY PERSON OR ENTITY WHICH VISITS THE WEBSITE.

9.3. THE COMPANY DOES NOT WARRANT THAT THE ACCESS TO AND USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ALL VULNERABILITIES AND DEFECTS WILL BE DETECTED, OR THAT THE WEBSITE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE.

YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

9.4. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

10. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND REPRESENTATIVES, OTHER THIRD PARTIES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE CLAIMS, LOSSES, OR DAMAGES, RELATED TO OR IN CONNECTION WITH THE WEBSITE OR CONTENT MADE AVAILABLE ON OR THROUGH THE WEBSITE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, BUSINESS, OR ANTICIPATED SAVINGS, ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, REVENUE OR GOODWILL AND/OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES IN CONNECTION WITH ERRORS, OMISSIONS OR INACCURACIES OF THE CONTENT, OR WEBSITE OR ANY DECISION MADE IN RELIANCE ON THE CONTENT CONTAINED ON OR ACCESSIBLE THROUGH THE WEBSITE. YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THE WEBSITE IS TO DISCONTINUE USING THE WEBSITE AND THE RELATED CONTENT.

THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 10 SHALL APPLY: (I) EVEN IF THE COMPANY, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ITS THIRD-PARTY PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE WEBSITE AND THE SERVICE), EXCEED US\$100.

11. **Indemnification by User.** User shall indemnify, defend and hold harmless the Company, its affiliates and its and their respective officers, directors and employees from and against any and all claims, damages, actions and causes of action in connection with the Website, or in connection with any distribution, publication, exportation, disclosure, misuse or misconduct by User, or fraudulent behavior by User.
12. **Modifications to Website/Content.** You acknowledge and agree that the Company reserves the right to change, modify, amend, suspend or discontinue any aspect of the Website or Content at any time, without notice and without liability to you or any other third party. Your continued use of the Website shall constitute your consent to any changes made, if you do not agree to the new or different terms, you should not use and are free to discontinue using the Website.
13. **Termination.** The Company may terminate your use of the Website at any time and without prior written notice in any case you have breached these Terms. We shall not be liable to you or any third party for termination of your use of or access to the Website, or any portion thereof. Any provision of these Terms which is intended to survive termination shall survive termination of these Terms.
14. **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.
15. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with laws of the State of Israel, without giving effect to any conflict of law provisions. The exclusive jurisdiction shall vest with the competent courts in the city of Tel Aviv-Yafo, Israel.
16. **General.** (i) These Terms and the Privacy Policy represent the complete agreement concerning the Website between you and the Company; (ii) Section headings are provided for convenience only and have no substantive effect on construction; (iii) The failure of the Company to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision; and (iv) These Terms may not be assigned by User without our prior written consent.

Last Updated: [Monday, November 18, 2024].



Appendix A

- [Www.infiniDome.com](http://www.infiniDome.com)
- [Www.otosphere.net](http://www.otosphere.net)
- [Www.gpsdome.com](http://www.gpsdome.com)
- [Www.infinidome.io](http://www.infinidome.io)