

Terms of Service

Last Updated: JUNE 12, 2018

Welcome to Eversight, Ltd. ("**Eversight**"). Eversight offers smart-glasses that are optimized for displaying information to you while you are on the go. Our services consist of the Eversight Raptor smart-glasses (the "**Device**"), the companion mobile applications provided by Eversight (the "**App**"), the www.eversight.com ("**Website**") and www.goeversight.com ("**GoEversight Website**") websites (collectively, the "**Sites**"), the Raptor development kit ("**Raptor DK**"), and our data tracking, collection and management services. To make these Terms easier to read, the services that we provide to you in relation to the Device, the App, the Software (defined below), the Sites, the Raptor DK and our services are collectively called the "**Services**."

Please read these Terms of Service (the "**Terms**") and our Privacy Policy <https://eversight.com/legal/privacy-policy/> carefully because they govern your use of the Services. Certain features and services of the Services or certain content may be subject to additional terms and conditions, policies or agreements (such as agreement governing your purchase and use of any of Eversight's product), which are available on the Sites and are hereby incorporated into and form part of these Terms.

IMPORTANT: WHEN YOU AGREE TO THESE TERMS, YOU AGREE TO RESOLVE YOUR DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, UNLESS YOU OPT-OUT OF ARBITRATION WITHIN 30 DAYS. PLEASE REVIEW THE DISPUTE RESOLUTION SECTION BELOW FOR DETAILS ON ARBITRATION AND OPTING-OUT.

1. Agreement to Terms

By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, please do not use the Services. We recommend that you print a copy of these Terms for future reference.

2. Privacy Policy

Please refer to our Privacy Policy <https://eversight.com/legal/privacy-policy/> for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

3. Changes to Terms or Services

We may modify the Terms at any time, in our sole discretion to reflect changes to the Services, our users' needs and our business priorities. If we do so, we'll let you know either by posting the modified Terms on the Sites, the App or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Sites, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. Who May Use the Services

4.1. Eligibility

You may use the Services only if you are 18 years or older and capable of forming a binding contract with Everysight (or, if you are a minor over the age of 13 years, you have your parent's or guardian's permission to use the Services and your parent or guardian has read and agrees to these Terms on your behalf), and are not barred from using the Services under applicable law.

4.2. Registration and Your Information

If you want to use certain features of the Services you'll have to create an account ("**Account**") and become a registered user ("**User**"). You can do this via the GoEverysight Website or the App. It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we may suspend or terminate your Account. We are under no obligation to verify the truth, accuracy, currency or completeness of any information you provide, but we may do so in our discretion, and you hereby consent to such reasonable inquiries and investigations as we consider appropriate to verify the information you provide. You agree that you shall not disclose your Account password to anyone or permit any other person to use your Account and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

We may, in our sole discretion, cancel or suspend your Account or reject, revoke or require that you change or renew your Account information, at any time without notice or liability to you or any other person. If your Account is suspended, cancelled or terminated by Everysight, you may not create another Account without Everysight's prior written consent

5. How the Services Work

5.1. General

You can utilize the Services to display real-time information and interact with your smartphone via the Device. In addition, the Services enable you to interact with and import data from third-party devices and services. The Services will also enable you to share the data associated with your Account (the "**User Data**") with other Users or with the public.

5.2. Third-Party Devices and Services

Everysight may allow you to connect with one or more third-party devices and services (the "**Data Sources**") in order to communicate with, share data with and/or import data from the Data Sources (such imported data, the "**Third-Party Data**"). If you decide to link to a Data Source, Everysight may import your Third-Party Data into the Services. The imported Third-Party Data will be available to you through the App and the GoEverysight Website and may be displayed on your Device during use. In addition, if you decide to do so, Everysight may export certain User Data (including Third-Party Data) to your Account with the applicable Data Source.

By linking your Account to a Data Source, you hereby authorize and permit Everysight to access the Data

Source on your behalf in order to import Third-Party Data and export User Data. YOU ACKNOWLEDGE AND AGREE THAT EVERYSIGHT IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT MAINTAINS, OFFERS OR SELLS THE DATA SOURCE. If you choose to import Third-Party Data, you are responsible for ensuring that such action complies with the applicable terms of service between you and the Data Source.

You acknowledge sole responsibility for and assume all risk arising from your use of any Data Source. You acknowledge that these Terms and the Eversight Privacy Policy do not apply to the Data Source. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of such Data Source. Any Third-Party Data received from a Data Source is intended for informational purposes only. Eversight makes no guarantees of the accuracy or completeness of the Third-Party Data or any data generated by Eversight using such Third-Party Data, and Eversight has no control over the content of the Data Source's sites and resources.

You may cancel a link between your Account and any Data Source by using the Account settings available through the App the GoEversight Website. Eversight reserves the right to change or discontinue any Data Sources accessible via the Services, in its sole discretion.

5.3. Sharing of Information

The Services may enable you to share your User Data with other Users or post your User Data publicly on the Services. If you decide to do so, other Users or visitors to the Services may view, copy, download or distribute your User Data. You may also choose download your User Data and copy and distribute it outside of the Services. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM SHARING USER DATA, EITHER ON OR OFF THE SERVICES. EVERYSIGHT IS NOT RESPONSIBLE FOR ANY CONSEQUENCES OF ANY USE OR DISCLOSURE OF YOUR USER DATA BY YOU OR ANY THIRD PARTIES TO WHOM YOU PROVIDE YOUR USER DATA.

5.4. Limitations

Although the Services may be accessed worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all Users or in all geographic locations, particularly those outside the United States. We make no representation or warranty that Services are appropriate or available for use in any particular location, and the Services are not available in all languages or in all countries. You are solely responsible for complying with all applicable local laws related to your use of the Services

We reserve the right to limit, in our sole discretion, access to any feature, product or service to any User or geographic area. Any offer made on the site for any feature, product or service is void where prohibited under applicable local laws.

5.5. Use At Your Own Risk

You agree that your use of the Services and the Device is at your own risk. It is your responsibility to maintain such health, liability, hazard, personal injury, medical, life and other insurance policies as you deem reasonably necessary for any injuries that you may incur in undertaking any activities while using the Services and the Device.

Our goal is to provide helpful information through the Services, but we make no endorsement, representation or warranty of any kind about any information, services or recommendations. The accuracy of the data collected and presented through the Services is not intended to match that of medical devices or scientific measurement devices, and the Services are not designed or suitable for use in a situation where failure or fault of any kind could lead to death, personal injury or severe physical or environmental damage.

We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Services. Maps, directions, and other GPS or navigation data, including data relating to your current location, may be unavailable, inaccurate or incomplete. If you rely on any such information or the Services generally, you do so solely at your own risk.

6. Invitations

We may offer you the opportunity to invite your contacts to enjoy the Services. If you choose to invite one or more of your contacts using text messaging (SMS) or another communications app we may suggest content for the message. You may be able to edit that suggested content, and if you choose to send text message invitations, those messages will be sent from the native messaging application on your Device. **If you choose to send such invitations, you represent to Everysight that the recipients of such invitations have consented to receive such messages from you, and that those recipients do not consider such messages unwanted or unsolicited.**

7. Content and Content Rights

For purposes of these Terms: (i) “**Content**” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “**User Content**” means any Content that a User provides or imports to be made available through the Services (including your User Data).

7.1. Content Ownership, Responsibility and Removal

Everysight does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Everysight and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

7.2. Rights in User Content Granted by You

By making any User Content available through Services you hereby grant to Everysight a non-exclusive, transferable, sublicensable, perpetual, worldwide, royalty-free license to use, copy, modify, create derivative works based upon and distribute your User Content in connection with operating and providing the Services and Content to you and to other Users of the Services.

You are solely responsible for all your User Content. You represent and warrant that **you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content**

under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Eversight on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You can remove certain User Content by specifically deleting it. However, in certain instances, some of your User Content may not be completely removed (e.g., if you share User Content with another User) and copies of your User Content may continue to exist on the Services for archival or backup purposes or to the extent required by applicable laws. Even though Services may store your User Content in accordance with these Terms the Services are not data storage or backup services and therefore we are not responsible or liable for any loss or damage to your User Content or for the removal or deletion of (or the failure to remove or delete) any such User Content. You are solely responsible for maintaining current and complete backup copies of your User Content.

Without limiting the generality of Section 13, Eversight is not responsible or liable for any unauthorized access to, or use, alteration, theft or destruction of, your User Content, whether through accident, fraudulent means or devices, or any other method.

7.3. Rights in Content Granted by Eversight

Subject to your compliance with these Terms, Eversight grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

8. **Rights and Terms for App and Software**

8.1. License to the App and other software available for download

Subject to your compliance with these Terms, Eversight grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download and install a copy of the App (including, for the purposes hereof any software available for download on the Sites) on any mobile device or computer that you own or control and to run such copy of the App solely for your own personal, non-commercial purposes and in accordance with any additional terms or limitations provided to you at the time of download. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Eversight reserves all rights (subject to other third parties licenses and rights) in and to the App not expressly granted to you under these Terms.

8.2. Device Software License.

Subject to your compliance with these Terms, Eversight grants you a limited non-exclusive, non-transferable, non-sublicensable license to use the software incorporated in the Device ("**Software**") for

the life of the Device, solely (i) to operate the Device in accordance with Everysight's user instructions and documentation, (ii) for your own personal, non-commercial purposes and (iii) with software applications provided or permitted by Everysight ("**Permitted Applications**"). You will not use or allow others to access or use the Software for any other purpose. You are not allowed to install on the Device any third party software application other than Permitted Applications.

Everysight and its licensors and/or suppliers (with respect to third party software licensed to Everysight) retain title to and ownership of the Software incorporated into the Device and all associated intellectual property rights. Without limiting the generality of the foregoing, you will not (a) assign, give, sell, license, transfer, or otherwise grant any rights in, or access to, the Software in whole or in part, to another individual or entity; (b) modify, translate, or create derivative works of the Software; (c) remove or modify any markings or any notice of Software's proprietary rights; (d) decompile, disassemble, or reverse engineer of the Software, or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Software by any means;

Notwithstanding the foregoing, the software may include third party software identified by Everysight in the documentation or at everysight.com that is licensed under an open source license ("**Open Source Software**") or other third party license. To the extent that any of these Terms conflict with, or are in addition to, the terms of any such open source license, the conflicting or additional terms will not apply to the corresponding Open Source Software, in addition, notwithstanding provisions of this Section, your use of the Raptor DK, if applicable, will be governed by the terms of Everysight's Raptor DK License Agreement.

The licensed App and/or Software may be subject to import and export laws and regulations in the United States and elsewhere. You must comply with all domestic and international import and export laws and regulations that apply in connection with the licensed App and/or Software. These laws may include restrictions on destinations, users, and end use.

8.3. Additional Terms for App Store Apps

If you accessed or downloaded the App from the Apple App Store, then you agree to use the App only: (i) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service.

If you accessed or downloaded the App from any app store or distribution platform (like the Apple App Store or Google Play) (each, an "**App Provider**"), then you acknowledge and agree that:

- These Terms are concluded between you and Everysight, and not with App Provider, and that, as between Everysight and the App Provider, Everysight, is solely responsible for the App.
- App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Everysight.

- App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Everysight will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.
- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third party beneficiary thereof.
- You must also comply with all applicable third-party terms of service when using the App.
- You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. General Prohibitions and Everysight's Enforcement Rights

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates any applicable law or regulation or would give rise to civil liability; or (iii) is fraudulent, false, misleading or deceptive;
- Use, display, mirror or frame the Services or any individual element within the Services, Everysight's name, any Everysight trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Everysight's express written consent;
- Access, tamper with, or use non-public areas of the Services, Everysight's computer systems, or the technical delivery systems of Everysight's providers;
- Attempt to probe, scan or test the vulnerability of any Everysight system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Everysight or any of Everysight's providers or any other third party (including another User) to protect the Services or Content;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Everysight or other generally available third-party web browsers;
- Use any meta tags or other hidden text or metadata utilizing a Everysight trademark, logo URL or product name without Everysight's express written consent;
- Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- Interfere with, or attempt to interfere with, the access of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other Users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law and where required by such authorities we will disclose your identity to them.

10. DMCA/Copyright Policy

EVERYSIGHT respects copyright law and expects its Users to do the same. It is EVERYSIGHT's policy to terminate in appropriate circumstances Users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see EVERYSIGHT's Copyright Policy at <https://eversight.com/legal/copyright-policy/>, for further information.

11. Links to Third Party Websites or Resources

The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

12. Termination

We may terminate your access to and use of the Services, at our sole discretion, at any time. Where possible, we will try to give you reasonable notice if we decide to terminate the Services or any part. You may cancel your Account at any time through the Services or by emailing us at support@eversight.com. Upon termination, EVERYSIGHT has no obligation to maintain, store or transfer any data that you have on the Services.

Upon any termination, discontinuation or cancellation of Services or your Account, the following sections will survive: 5.4 (Use at Your Own Risk), 7.1 (Content Ownership, Responsibility and Removal), 12 (Termination), 13 (Warranty Disclaimers), Indemnity," "Limitation of Liability," "Dispute Resolution," "General Terms" and "Feedback."

13. Warranty Disclaimers

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content. You acknowledge and agree that there are risks inherent to transmitting information over and storing information on the internet and that we are not responsible for any losses of your data, confidentiality or privacy in connection therewith.

14. Indemnity

You will indemnify and hold harmless Everysight and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, or (iii) your violation of these Terms or any additional instructions, guidelines or policies issued by Everysight, including those posted in the App or on the Sites.

15. Limitation of Liability

NEITHER EVERYSIGHT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EVERYSIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED UNDER APPLICABLE LOCAL LAWS, IN NO EVENT WILL EVERYSIGHT’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF (I) THE TOTAL AMOUNT YOU HAVE PAID TO EVERYSIGHT FOR USE OF THE SERVICES OR (II) ONE HUNDRED US DOLLARS (US\$100).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EVERYSIGHT AND YOU.

16. Dispute Resolution

Our goal is to provide you with great service, so we’ll try our best to resolve any disagreements that you have with us. If we can’t, then you and we both agree to resolve disputes related to your use of the Services or these Terms (each, a “Claim”) in binding arbitration instead of court, *except that each party*

retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights

- **What is arbitration?** Arbitration does not involve a judge or jury. Instead, a neutral person (the “**arbitrator**”) hears each party’s side of the dispute, and makes a decision that is finally binding on both parties. The arbitrator can award the same relief as a court could award, including monetary damages. While court review of an arbitration award is limited, if a party fails to comply with the arbitrator’s decision, then the other party can have the arbitration decision enforced by a court. If for any reason a Claim proceeds in court rather than in arbitration, **you and we each waive any right to a jury trial.**
- **Can a Claim be part of a class action or similar proceeding?** No. You agree to resolve your Claims with us solely on an individual basis, and not as part of a class, representative or consolidated action. We agree to do the same. unless both you and Everysight otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.
- **What rules apply in the arbitration?** The arbitration will be conducted under the American Arbitration Association (“**AAA**”) Consumer Arbitration Rules (the “**AAA Rules**”). The AAA Rules are available at www.adr.org or by calling 1-800-778-7879.
- **How will the arbitration be conducted? How much does it cost?** The arbitration will be conducted by the AAA or a comparable arbitration body in the event the AAA is unable to conduct the arbitration. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.
- **Arbitration Location and Procedure.** Unless you and Everysight otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Everysight submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration
- **How do I start an arbitration proceeding?** A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules (The AAA provides a general [Demand for Arbitration](#)). To begin an arbitration proceeding against us, send a letter requesting arbitration and describing your Claim to Everysight LTD, Andrei Sakharov 9, Building 3, Floor 4 Advanced Technology Center, Haifa 3508409, Israel, as well as a copy via e-mail to legal@everysight.com. If we request arbitration against you, we will give you notice at the email address or street address you provided.

- **Fees.** Unless the arbitrator finds your Claim frivolous, we'll pay for all filing, administration and arbitrator fees if your Claim is for less than \$10,000, and we won't seek our attorneys' fees and costs if we prevail in the arbitration
- **INSTRUCTIONS FOR OPTING-OUT OF ARBITRATION:** If you don't want to agree to arbitrate your Claims as explained above, then you can opt-out of this arbitration agreement by notifying us of your decision in writing to Eversight LTD. Andrei Sakharov 9, Building 3, Floor 4 Advanced Technology Center, Haifa 3508409, Israel, as well as a copy via e-mail to legal@eversight.com. You must opt-out within **30 days** of the date you first agree to these Terms or any updated Terms. Unless you timely provide us with an Arbitration Opt-out Notice, ***you acknowledge and agree that you and Eversight are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.***

This Dispute Resolution section only applies to Claims between us and individual consumers, and is governed by The Federal Arbitration Act.

17. Governing Law

These Terms and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

18. Choice of Forum

The exclusive jurisdiction and venue for all Claims that are not subject to arbitration, including any Claims brought on behalf of a company or other legal entity, will be the state and federal courts located in San Francisco, California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

19. General Terms

These Terms constitute the entire and exclusive understanding and agreement between Eversight and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Eversight and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Eversight's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Eversight may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Eversight under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Everysight's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Everysight. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

20. Feedback

We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by emailing us at support@everysight.com. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

21. Contact Information

If you have any questions about these Terms or the Services, please contact Everysight at:

Everysight Ltd.
support@everysight.com.