

## OrCam Technologies

### OrCam MyMe

#### Terms and Conditions

*Recently updated on April 2019*

Welcome to OrCam MyMe, provided by OrCam Technologies (“**OrCam**” or “**we**”).

OrCam uses smart artificial vision technology, in a wearable smart camera device, enabling people’s recognition by image (“**OrCam MyMe Device**”), and which communicates with you through the App (defined below) on your phone or smartwatch (“**End-Device**”).

These Terms and Conditions (“**T&C**”) represent the rules and guidelines that govern your access to and use of the mobile application OrCam MyMe (“**App**”), OrCam MyMe Device and/or other services offered in connection with the OrCam MyMe Device (collectively, “**Services**”) and form a legally binding contract between you and OrCam including its affiliates and subsidiaries. Please read these T&C carefully and visit this page regularly for updates and changes.

Should you have any questions in connection with these T&C, please contact us at: support@orcaml.com.

By downloading the App, purchasing the OrCam MyMe Device and/or otherwise using OrCam’s Services, you agree to be bound by these T&C, the User Manual accompanying your device (“**User Manual**”), OrCam’s Privacy Statement and OrCam’s Cookie Policy, all as may be amended from time to time. If you do not agree to be bound by these T&C, you should cease all use of the Services, and uninstall the App from your devices. As long as you do not cease using any of the Services, you will be conclusively deemed to have accepted these T&C.

#### **The Services**

Our Services are intended for (i) Users over the age of 16, children under such age are not permitted to register to or use our Services, without the supervision and consent of a parent or guardian.; (ii) Users using the Services for **their personal, non-commercial use**, and in accordance with these T&C.

While we do our best to ensure that our Services provide a reliable experience to our Users, we cannot guarantee that no errors in identification or other malfunctions occur.

**Please note that once the OrCam MyMe Device is turned on, it is activated automatically. When entering locations where you do not wish or may be precluded from using the OrCam MyMe Device (for example private locations or classified areas), you should turn off or remove the OrCam MyMe Device and place it where the camera's view is blocked (such as a pocket, purse or backpack). It is your responsibility to ensure that your use of the OrCam MyMe Device is appropriate, does not infringe any third party's rights (including privacy rights) and lawful.**

**Our Services are intended to be used in the public domain and in places that do not violate third parties' privacy (such as in public professional events). Users should exercise discretion, common sense and consideration when using the OrCam MyMe Device and App. You should be aware that using the OrCam MyMe Device in certain locations may require consent, and you agree to comply with such restrictions.**

#### **OrCam MyMe Device**

The OrCam MyMe Device is intended for use with the compatible App, to enable the performance and functionalities of the device. User acknowledges that use of the OrCam MyMe Device requires that User download and install the App to his/her End-Device in order to enjoy the complete scope of our Services.

OrCam MyMe Device communicates with the App via Bluetooth and Wi-Fi.

The User hereby acknowledges that the OrCam MyMe Device and the App are both separate, but essential, components to the integral system made available by OrCam in order to deliver you with the Services. Therefore User shall have no claim of incapability or underperformance with respect to the use of only one of the components, the OrCam MyMe Device or the App, without the other.

In order for you to enable the utilization of the Services it is important that you follow all instructions and maintenance requirements in the User Manual, and that you install any required updates and upgrades to the App and to the OrCam MyMe Device, and that you do not modify the App and/or the OrCam MyMe Device in any way. Failure to follow these instructions could adversely affect the intended use of the Services.

Please note that the OrCam MyMe Device has a built-in microphone which may be used with certain functions of the Services. The microphone feature is currently disabled and does not record during the use of the OrCam MyMe Device. Any changes applied in connection with the Services that will enable the use of the microphone, will be available on the App and include specific instructions and limitations in connection with the use of such feature, as shall be detailed in these T&C, and in accordance with Section 5 herein.

### **Creating an Account**

You will need to create an account in order to activate and use the App and Services. You agree to provide us with accurate, updated and complete information as required in order to create an account and complete the registration and activation process. You further agree to keep that information up to date. You may be entitled to request the erasure or the restriction of any personal data you provide to us, and we will comply with such requests, to the extent required under applicable law. For additional information on how we use personal data, see our Privacy Statement [[OrCam's Privacy Statement](#)].

You are entirely responsible for maintaining the confidentiality of your login credentials, namely your username and password. You agree and undertake not to use the login credentials of another user at any time, or to disclose your login credentials to any other user or other third party. You are responsible for all activities that occur through your account. You agree to notify us immediately if you suspect any unauthorized use of your login credentials or your account.

### **Image and Facial Recognition**

While OrCam MyMe Device is turned on and worn by you, it will capture images of people you meet while you are using the OrCam MyMe Device. The OrCam MyMe Device use AI technology, in analyzing sources of information such as existing profiles you already created on your OrCam MyMe Device, information from your End-Device such as your contacts and images, and from certain online accounts. The OrCam MyMe Device will interface with the App and send you notifications and information through the App, regarding people you meet which are recognized by the OrCam MyMe Device, based on such technology. Updates and information provided on the App shall include for example, name and contact information, photos, title, company, address, the previous times you met him/her, the number of times you met him/her in the past months/years, notes you added in connection with such person, information available on your End-Device and in certain of your online accounts regarding him/her, etc. (“**Profile Data**”).

In case the OrCam MyMe Device captured an image of a person who is not recognized by the device, it will save his/her image and suggest that you create a new profile.

Profile Data is saved on the OrCam MyMe Device and per your request, encrypted in our back-up services on the cloud, and is used solely by you, to provide you with the Services. For more information regarding the Profile Data collected, please read our Privacy Statement: [[OrCam's Privacy Statement](#)].

The App may request your approval to access certain data on your End-Device or online accounts (such as your contacts list, photos, etc.). By providing your consent to such access, you agree that we may access and process data included in such files and accounts, solely to provide you with the Services.

### **Changes to our Services**

We continuously improve our Services and develop new features, products and services as well as enhancements and fixes to existing Services. Therefore, we might at any time and at our sole discretion with or without notice, make changes to the Services whether by adding or removing features, products and functionalities, or by providing updates including fixes, or by suspending or imposing limitations with regards to the Services or by imposing other changes to the Services (“Changes”).

We will implement Changes, *inter alia*, by providing software updates including automatic updates. You agree to automatic updates and further agree that the Services may be negatively impacted if you do not allow the installation or implementation of such Changes. You also agree that these T&C as amended from time to time, will apply to any and all Changes. In addition, we have no obligation to provide any Changes or to continue to provide or enable any particular features or functionality of any of our Services.

Some of our Services may be released in their testing stage, and made available as “Private Beta” versions. This means that we may not have yet completed development of all available Services and that not all features are completely functional or available.

OrCam reserves the right at any time and from time to time, without being obligated to provide prior notice, to modify, suspend, or discontinue, temporarily or permanently, the Services or any part thereof, or user's access thereto, all at its sole discretion. You will have no claim, complaint or demand against OrCam or against any related parties or affiliates of OrCam, for applying such changes or for failures incidental to such changes.

### **Restrictions**

You may not, whether directly or indirectly (unless laws prohibit these restrictions or you have our written permission to do so), and you undertake that you will not, and will not allow others, to:

Modify the Services, or decompile, disassemble, or otherwise attempt, directly or indirectly, to disrupt the Services, servers or networks connected to the Services, deny service to, hack, crack, reverse engineer, or otherwise interfere with the Services and their underlying software, or other technology, code, algorithm or other proprietary information of OrCam in any manner, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services and/or interfere with the automatic process of downloading and/or installing the mandatory updates or upgrades to the Services, with or without notification;

Attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Services, technology or any software thereto;

Create a database by systematically downloading and storing all or any content from the Services;

Use the Services for any illegal, immoral or unauthorized purpose, to encourage criminal behavior or conduct that would constitute a criminal offense under any law, or in a manner that could give rise to civil liability or other lawsuit, including but not limited to, using the Services in order to download content in violation of copyright, for distribution or development of any malware, take any action relating to piracy on the web, etc.;

Use the Services in any way which is prohibited in these T&C;

Use any automated means or interface to access the Services or extract other users' information;

Use or develop any third-party applications that interface or interact with the Services or other users' information;

Use OrCam logos or trademarks for any purpose without first obtaining OrCam's written consent;

Violate any third party or other user's right to privacy or other rights, or harvest or collect personal information about users of the Service (including another user's account, username, or password, solicit login credentials);

Defame, abuse, harass, threaten, or otherwise violate the legal rights of others including the intellectual property rights (i.e. copyrights, patents);

Transmit or otherwise make available in connection with the Services any computer code, file, or program including any virus, worm, Trojan Horse, spyware, or any other, that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

Interfere with or disrupt the operation of the Services, or the servers or networks that host the Services or make the Services available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;

Probe, scan, or test the vulnerability of our Services;

Sell, license, or exploit for any commercial purposes any use of or access to the Services;

Frame or mirror any part of the Services;

We reserve the right to refuse to provide the Services, and may terminate or suspend your account or access to the Services at any time, in case your use violates these T&C or applicable law. You may terminate these T&C at any time and for any reason by ceasing any use of the Services and uninstalling the App from your device.

## **Privacy**

OrCam respects its Users' right to privacy and we are committed to protecting and safeguarding their personal information.

It is important for us to enable you to understand our Privacy Statement and your rights in connection with the personal data we hold about you. To learn more - please see our Privacy Statement [[OrCam's Privacy Statement](#)].

## **Ownership**

The Services, the OrCam MyMe Device, the App, their underlying technology, and any and all content and information provided on and through the Services, including, without limitation, any of OrCam's logos, trademarks, graphics, designs, information, texts, databases, images, data, underlying software, code, algorithm, technology, hardware, firmware, patents, and other material displayed, available or associated with the Services, are the property of OrCam, the copyrighted and/or trademarked work of OrCam and/or proprietary information, patents and knowledge protected under trade secrets, patents, or otherwise, and owned exclusively by OrCam and its affiliates and/or licensors. OrCam retains any and all rights, including any and all intellectual property rights, in the Services, the App, and all the above (collectively, "**OrCam's Intellectual Property**").

You have no right to modify, edit, copy, reproduce, publish, make available to the public, sell, rent, distribute, broadcast, transmit, create derivative works of, reverse engineer, alter, convey to a third party, enhance or in any way exploit any part of the Services or OrCam's Intellectual Property. Nothing in these T&C shall be construed to derogate in any way from OrCam's rights in its Intellectual Property, or transfer any such rights to the user.

Without derogating from the above, it is clarified that "OrCam", the OrCam logo, and other trade and/or service marks are the property of OrCam.

Subject to full compliance with all provisions of these T&C, and full payment of consideration due to OrCam in connection with the Services, OrCam grants you a personal, non-assignable, non-exclusive, revocable at will, and non-sublicensable, limited right to use the App and Services, solely for your personal, non-commercial needs.

### **Content and Back Up**

Profile Data is encrypted and stored in our cloud services, to provide our Users with back up of their content.

**We do not access, review or monitor Profile Data. We do not use Profile Data or process it in any way other than providing the User with encrypted backing of the data.**

You are solely responsible and liable for any Profile Data. OrCam does not control and is not aware of the contents of any Profile Data, and shall not be responsible or liable in connection with such content.

We always love to hear from our Users. If you choose to provide us with feedback or suggestions, you acknowledge and agree that we may use such feedback for any purpose, and waive any consideration or compensation of any kind.

### **Communications with Us**

By using the Services, you expressly agree we may communicate with you regarding the Services or respond to your communications to us through the App, by email, or other electronic means directed to your End-Device and that certain information about your usage of the App may be communicated to us automatically from your device. Such information may include hardware, software or internet network information, operating system, versions, settings (i.e. language), statistics regarding your use of the App and location information, data regarding the date and time of your interaction with the App and the OrCam MyMe Device, and additional information about the way you interact with the App and the OrCam MyMe Device, such as features used, pages visited, content viewed, etc. This information is used by us for diagnostic purposes, to analyze how the App is used and to ensure the operation of the App and our Services.

### **LIMITATION OF LIABILITY AND WARRANTY**

OrCam does not make any representations or warranties regarding the App, the OrCam MyMe Device or any part of the Services and their functions or any output they produce.

The OrCam MyMe end-user limited product warranty (the “**Limited Warranty**”) covers against defects in material or workmanship at the time of its original purchase of an OrCam product, for a subsequent period of one (1) year, and for any additional applicable legal warranty period. Original proof of purchase/delivery is required from the owner in order to obtain this coverage. OrCam will repair or replace, at its discretion, any product that is determined by OrCam to be covered under this Limited Warranty. OrCam will not be responsible for conditions arising as a result of intentional damage or misuse of the product. The owner is responsible for the costs of shipping the product to the location specified by OrCam. This Limited Warranty is the sole and exclusive warranty applicable to OrCam Services. No third party has the authority to make any representation, warranty, or agreement on behalf of OrCam with respect to OrCam products.

No warranty of any kind or nature is made by OrCam beyond that which is expressly stated herein. In no event shall OrCam be liable for any special, collateral, indirect, punitive, incidental, consequential, or exemplary damages in connection with or arising out of the use of the Services and/or the App.

Unless as otherwise expressly stated herein, you acknowledge and agree that the Services and App and any of their content, are provided “as is”, “as available”, and “with all faults”, are used only at your own risk, to the fullest extent permissible by law.

Without derogating from any provisions limiting liability under these T&C, the Limited Warranty, if applicable to User, will not apply, and the owner will reimburse OrCam for any costs and expenses incurred in the event that: (i) the Services have been used other than in accordance with the User Manual and these T&C or other written operating instructions provided by OrCam; (ii) the Services have been subject to tampering, misuse, negligence, or accident; (iii) parts of identification labels have been removed or the device has been otherwise altered; (iv) an OrCam product has been opened, modified, repaired, serviced, maintained, or altered by someone other than an authorized OrCam representative; (v) the Services have been combined with software, hardware, or other equipment not supplied by OrCam or not approved in writing by an authorized OrCam representative in advance; and (vi) any OrCam product has been intentionally damaged, or exposed to water, heat, or high voltage. Any parts replaced pursuant to the warranty will be under warranty for the remaining time of the original warranty period or for ninety (90) days from the date of repair, whichever is longer. If you believe that your product needs warranty support, please contact us at: [support@orcaml.com](mailto:support@orcaml.com). You will be responsible for any shipping costs associated with support services. However, if it is determined that the warranty request is valid, OrCam will pay the total cost of shipping the repaired or replaced product.

ORCAM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, RESULTS, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, AND LACK OF VIRUSES. ORCAM DOES NOT WARRANT THAT THE PRODUCT WILL BE ERROR FREE OR "BUG" FREE, WILL OPERATE WITHOUT INTERRUPTION, THAT ANY IMAGES PRODUCED BY THE PRODUCT WILL BE ACCURATE OR THAT THE OPERATION OF THE PRODUCT WILL BE SECURE AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF. THIS SECTION SHALL BE ENFORCEABLE TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

The Services and/or App and OrCam MyMe Device do not support all types of devices and it is your responsibility to check the feasibility of using your device with the Services. The Services or part thereof may be contingent upon availability and continuity of wireless internet connection of the device and necessitate consumption of the mobile device battery. The User shall bear all charges made by a cellular communication provider associated with use of internet communication for the Services, including in the event of exceeding the User's cellular package. You shall have no claim or demand towards OrCam with regards to the aforesaid

ORCAM'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH US (INCLUDING WITHOUT LIMITATION YOUR USE OF THE SERVICES) IS TO DISCONTINUE YOUR USE OF THE SERVICES. ORCAM AND ITS AFFILIATES, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE (EVEN IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN) ARISING FROM YOUR USE OF THE SERVICES. THESE EXCLUSIONS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. USER ACKNOWLEDGES AND AGREES THAT WITHOUT THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY, WE WOULD NOT BE ABLE TO OFFER THE SERVICES.

For the avoidance of doubt, OrCam shall not be liable towards you or any third party for any damage, loss, injury or harm caused by any action taken by you as a result of content presented through the App, OrCam MyMe Device, and the Services.

OrCam assumes no responsibility or liability if any Services were used other than in accordance with the instructions in the User Manual. The Services should not be relied upon accurate recognition of people you meet. The Services intend to provide you with the best recognition results, based on OrCam MyMe Device technology and the information available on your End-Device and online social accounts, however there may be errors, malfunctions, and other interruptions to the Service that will affect the recognition process.

### **BREACH AND INDEMNITY**

Without derogating from any applicable law, you agree to indemnify and hold harmless OrCam and its employees, officers, directors and agents, as well as all third parties from and against all claims, damages, expenses, losses and liabilities that arise as a result of your violation of these T&C.

### **Miscellaneous**

We may modify these T&C from time to time in our discretion. If fundamental changes are introduced, a notice will be posted in the updated version of the Services. Your continued use of the Services after the T&C have been modified signifies your assent to the updated T&C. If you dissent to the updated T&C or to any term within them, you must discontinue all further use of the Services.

These T&C and the Services will be governed solely by the laws of the State of Israel, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to these T&C and the Services, will be under the exclusive jurisdiction of the competent court in Jerusalem, Israel.

You may not assign or transfer your rights in and to the Services, or allow any other person to use your device or access your account on the App, without the prior written consent of OrCam. OrCam may assign its rights in and to the Service to a third party at its sole and absolute discretion, provided that the third party undertakes our obligations to you under these T&C.

These T&C, together with the policies that are an integral part of these T&C, namely the Privacy Statement and the User Manual, shall all constitute the entire and complete agreement between you and us concerning the OrCam Services.

These T&C and your use of the Services, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto.

You are welcome to contact us in any matter relating to these T&C or the Services, by sending us an email to: [support@orcaml.com](mailto:support@orcaml.com).