

BABY CAR SAFE – END USER LICENSE AGREEMENT

This End-User License Agreement (the "Terms" or the "**Agreement**") is made by and between you (both the individual installing the computer software accompanying this Agreement and any legal entity on whose behalf such individual is acting) (hereinafter: "**You**" or "**Your**") on the one hand and **Baby Car Safe Ltd.** (in incorporation) on the other hand (the "**Company**").

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING, AND/OR BEFORE DOWNLOADING OR INSTALLING THE APPLICATION. THIS APPLICATION IS COPYRIGHTED AND LICENSED (NOT SOLD). TAKING ANY STEP TO SETUP OR INSTALL THE APPLICATION CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF YOU SHALL BE CONSTRUED AS INFERENCE TO THE CONTRARY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE ALL USE OF THE APPLICATION.

1. **Definitions.** "**Application**" means the object code copy of the software program intended for reminding parents to take their children from the car after a drive, together with all other related and accompanying documentation, provided by the Company (or by any authorized distributor of Company's products), unless otherwise specifically indicated by the Company, and any update or a new release of the Application.
2. **License; Fees.** Subject to your compliance with these Terms, and in consideration of the Fee, Company grant you a limited, non-exclusive and non transferable license to: (i) install only one (1) copy of the Application on any iPhone or Android based Smartphone that you own and as permitted by the Usage Rules set forth in the applicable application store (the "**App Store**") Terms of Service (ii) to access and use the Application, solely for your own personal use. You may not: (i) copy, modify or distribute the Application for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the Application to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the Application; (iv) make the functionality of the Application available to multiple users through any means; or (v) use the Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms; (vi) use the Application in any manner that conflicts with the App Store Terms of Service.

Your use of the Application is conditioned on payment of the Fee as set forth in the App Store (the "**Fee**"). The Fee is non-refundable.

3. **Restrictions.** Notwithstanding the above, the Application is licensed to You solely for Your own operations. Neither the Application nor any portion thereof may be used by or on behalf of, accessed by, re-sold to, returned to, or distributed to any other party. You agree not to allow others to use the Application and You will not use the Application for the benefit of third parties. You acknowledge that the source code of the Application, and the underlying ideas or concepts are valuable intellectual property of the Company and You agree not to, except as expressly authorized in writing by the Company and only to the extent established by applicable statutory law, attempt to (or permit other third parties to) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Application by any means whatsoever. You will not develop methods to enable unauthorized parties to use the Application, or to develop any other product containing any of the concepts and ideas contained in the Application. You will not (and will not allow any third party to) modify the Application or create a derivative work of any portion of the Application. You will not (and will not allow any third party to) remove any copyright or other proprietary notices from this Application. Other than explicitly permitted hereinabove, You will not rent, lend, lease, sub-license or transfer the Application and/or Your rights to the Application. You or any person under Your authority or control will not make copies of the Application or any portions thereof. You will not use the Application in a manner that is not in compliance with the Documentation and with Company's specific instructions. You will not copy nor modify, adapt or translate into any language the documentation, nor create derivative works based on the documentation provided to you, without the prior written consent of the Company.
4. **Title and Intellectual Property.** The Application is protected by copyright, trademark, and other laws of the state of Israel and other foreign countries. Except as expressly provided in these Terms, Company exclusively owns all right, title and interest in and to the Application, including all associated intellectual property rights in and to the Application. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Application or in any Third Party application. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the Application ("**Feedback**") will be the sole and exclusive property of the Company Ltd. and you hereby irrevocably assign to us all of your right, title and interest in and to all Feedback.

5. **Third Party Software.** Content presented to you through the Application, including but not limited to advertisements in the Application and sponsored content presented within the Application may be protected by intellectual property rights which are owned by third parties ("**Third Party Content**"). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the Company and/or the owners of that Content, in a separate agreement. "**Content**" includes without limitations, any and all information, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images.
6. **Use on your own Account.** THIS APPLICATION AND THE SERVICE OFFERED BY IT IS OFFERED TO ONLY ASSIST YOU IN MONITORING YOUR ACTIONS AND MUST NOT BE RELIED ON AS A SOLE PREVENTIVE STEP. WE URGE YOU TO TAKE ALL NECESSARY PRECAUTIONS AND MEASURES. Your access to and use of the Application is at your own risk and on your own account and responsibility. By using the Application, you may be exposed to Content that might be inaccurate, incomplete, delayed or unreliable. Under no circumstances will Company will be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of the Application, including without limitations (god forbids) any bodily harm or loss of life. Company does not warrant that your use and operation of the Application shall be without interferences, delays or bug free. You hereby waive any and all claims and/or contentions, that you, or any one in your stead, have, or shall have in the future, against the Company, its founders, officers, shareholders, directors, employees and successors (collectively, the "**Company Indemnitees**") with respect to the Application or usage thereof and further releases the Company, and the Company Indemnitees, from any and all claims and/or contentions in connection therewith.
7. **Warranty Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTY OF ANY KIND WITH RESPECT TO APPLICATION OR THE USE THEREFO, IS PROVIDED BY COMPANY OR THE COMPANY INDEMNITEES, AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT THERETO, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, IT IS HEREBY CLARIFIED THAT THE USE OF THE APPLICATION DEPENDS ON THE WORKING ORDER OF THE HARDWARE (INCLUDING TIME SETTINGS AND ACTIVE GPS SYSTEM AND CONNECTION) ON WHICH IT IS INSTALLED AND THAT THE COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE HARDWARE AND SHALL NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO A FAILURE OR ERROR IN SUCH HARDWARE. COMPANY AND COMPANY INDEMNITIES MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE APPLICATION, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE AND/OR REGARDING ANY RESULTS AND OUTCOMES OF THE USE THEREOF. COMPANY DOES NOT WARRANT THAT YOUR USE OF THE APPLICATION WILL BE UNINTERRUPTED, ERROR FREE, OR THAT IT SHALL FIT YOUR INTENDED USE; OR THAT IT SHALL PROVIDE YOU ANY BENEFIT. ANY USE OR RELIANCE ON THE INFORMATION GENERATED BY THE APPLCIATION IS MADE AT YOUR OWN RISK AND YOU HEREBY RELEASE COMPANY FROM ANY WARRANTY OR LIABILITY THERETO. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APPLICATION. COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR OR IN ANY WAY LIABLE IN CONNECTION WITH ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDERS. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.
8. **Limitation of Liability.** YOU HEREBY AGREE THAT IN NO EVENT SHALL COMPANY OR COMPANY INDEMNITEES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION OR DATA), DAMAGE, MALFUNCTIONS OR LOSS CAUSED TO ANY HARDWARE ON WHICH THE APPLICATION IS INSTALLED AND INCLUDING BODILY HARM OR LOSS OF LIFE (GOD FORBID) ARISING OUT OF THE USE OF OR INABILITY TO USE THE APPLICATION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL PURPOSE. THIS LIMITATION IS AN ESSENTIAL PART OF THE AGREEMENT BETWEEN YOU AND THE COMPANY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE

LIABLE FOR ANY DAMAGES IN EXCESS OF \$500. YOU ACKNOWLEDGE THAT THIS LIMITATION REPRESENTS A REASONABLE ALLOCATION OF RISK, AND THAT COMPANY WOULD NOT PROVIDE YOU WITH LICNESE TO USE THE APPLICATION EXCEPT UNDER THE TERMS OF THIS AGREEMENT.

9. **Miscellaneous.** You may not assign Your rights or obligations under this Agreement without the prior written consent of Company. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. The laws of the state of Israel shall govern all issued arising under or relating to this Agreement, without giving effect to the conflict of laws principles thereof. All disputes arising under or relating to this Agreement shall be resolved exclusively in the appropriate Israeli court sitting in Tel Aviv-Jaffa, Israel. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. This Agreement sets the entire understanding and agreement between You and Company, it supersedes any prior proposal, representation and understanding concerning the Software, and may be amended by the Company and posted on the Company's Website and/or the App Store.
