

## **Terms of Use (TOU) of the Octopus system**

**Prior to completing the download and installation of the Octopus Systems Application or Software including any updates thereof, and any related material ("System") please read carefully the terms of use listed below ("Terms of Use"). It is hereby clarified that by registering to the System and/or accepting these Terms of Use and/or by starting to use the System you declare that you are aware of the Terms of Use and express your explicit consent to the following Terms of Use:**

1. The Systems is a Web and Mobile service provided by Octopus Systems Ltd. (the "**Company**"). The System makes use of the cellular device location, as it is registered on the global positioning satellite system (GPS) and transmitted over the cellular network to the Company's systems, and transfers through the device to the Company's systems, including through the camera and microphone. This System is designed for smart cellular devices with an Apple and Android operating system only.
2. The Terms of Use detailed herein are a binding agreement between you and the Company. Your registration to and/or usage of the System indicates your full acceptance of all terms and declarations detailed below. If you do not agree to these terms, wholly or partially, you should not commence (or continue) using the System.
3. The Company may amend these Terms of Use at any time, at its sole discretion, by giving a 30 days prior notice. During this period, you are entitled to decide that you do not agree to such amendment, in which event you may not continue use of the System. Your continued use of the System following the expiration of said period shall indicate your consent to such amendment. All information provided by you or collected by the Company in connection with the Services is governed by the Company's Privacy Policy, a copy of which is located at <https://octopus-app.com/privacy-statement/>, which is hereby incorporated by reference into these Terms. The Company strongly recommends that you review the Privacy Policy closely. You should take care to protect private information or information that is important to you. Please be aware that if you decide to disclose personally identifiable information on the System, this information may become public. The Company does not control and shall not be responsible for the acts of you or any other users of the System.
4. The Company grants you a non-exclusive, non-transferable, non-assignable, and time-limited license to use the System for your own internal purposes. It is hereby clarified that the System will remain the exclusive property of the Company. You confirm that you are aware that all rights in the license, including any updates, changes made to the System and any information or other material provided to you by the Company are the sole property of the Company, and all proprietary rights in connection therewith, including copyrights, patents, trade secrets, trade names and all intellectual property rights of any kind, belong exclusively to the Company. You are aware that the System is proprietary and a trade secret of the Company, which is protected under civil, criminal and copyright law, and is a valuable asset of the Company, and you obligated to hold it in confidence for the benefit of the Company.
5. You warrant and undertake that any adjustments and revised designs to the System aimed at meeting your needs (excluding any analyzing, decompiling, disassembling, reverse engineering or

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the like which is prohibited) whether such adjustments and revised designs were executed by the Company's authorized partner as designated by Company or by you ("**Adjustments**") is subject to Company' prior and written approval. In no event shall Company be responsible and/or liable for any damages and/or expenses and/or claims incurred by anyone in connection to the Adjustments. Unless agreed otherwise in writing by Company, all intellectual property rights and title in and to the Adjustments are and shall remain solely and exclusively the proprietary rights of Company.

6. You hereby agree not to:
  - a. transfer, distribute, publicly display, publicly perform, transfer to the public, modify, process, create derivative works from, sell or lease any part of the System or content contained therein, whether by yourself or through or in cooperation with any third parties, through any means, whether electronic, mechanical, optical, photographic or recording.
  - b. misuse the System, including spread of viruses and / or threaten and / or solicit etc.
  - c. copy or reproduce, or allow another person to copy or reproduce, any part of the System, whether in writing, magnetically or otherwise.
  - d. create or attempt to create, or allow others to create or attempt to create, the source software of the System package or any part thereof from the object or from other information (whether verbally, in writing, tangible or intangible) that will be available to you, whether by reverse engineering or otherwise; or modify, cause or permit de-compilation, disassembly, reverse compilation or reverse assembly of all or any portion or otherwise attempt to derive the source code for the System.
  - e. copy for others the System instructions, training material and other user explanation material;
  - f. remove the Company warning with regards to the Company's trade secrets and copyrights in all copies, changes or partial copies of the System.
  - g. Infringe on intellectual property rights (including, without limitation, copyrights and trademark rights) relating to: (i) the services and/or the System, and (ii) third party content or resources.
  - h. access or use, or attempt to access or use, any of Company's systems, programs or data that you are not authorized to access or use, or bypass or attempt to bypass any registration or User ID authentication processes, or any other security mechanisms, included in or part of the services and/or the System.
  - i. Disrupt, circumvent, self-customize, or interfere with any part of the services and/or Products; attempt to circumvent any protection mechanism in the services and/or System, or any part or component thereof.
  - j. Use the System and/or services in any manner which is contrary to its intended purpose or which is not specifically authorized by Company.
7. For the removal of doubt, it is hereby clarified that the Company is not liable for any intellectual property rights in any third-party software, and you are aware that all liability in connection with the intellectual property rights of those softwares is of the third-party manufacturers, and in accordance with such softwares' license agreements with such parties.

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8. You are aware that the Company is the sole owner of all intellectual property rights in connection with the System, the data and the database, and the grant of any license according to these Terms of Use shall not be deemed as granting you any such rights therein.
9. You agree to authorize the Company and/or the Company's customers, whether themselves and/or through third parties, to collect (from any source and in any form) and/or store and/or hold and/or process and/or use information about you, including personal information and/or sensitive information such as name, ID number, biometric data, security photographs, videos and recordings, geographical location, email address, phone number, information about your employer and your employment and/or entities to which you provide services, such as salaries, any kind of payments, supervisor, director in charge, seniority, etc., as well as further details, all according our privacy policy and the applicable law, in particular the EU GDPR.
10. Subject to the law and the privacy policy of the company, the information about you may be disclosed to third parties, including to the Company's customers and/or your employers and/or companies to which you provide services and/or to cloud services companies and/or to any other authorized third party which shall require the information in order for the System to be activated and used for the storage and/or possession and/or usage of such information, at your work place, for purposes of work and/or employment and/or for the purpose of storage and/or processing of the data and/or for the purposes of direct mail (as defined in the Israeli Privacy Protection Act, 1981), including the identification of your geographical location, obtaining information about you, and in order to enable efficient and convenient communication in the workplace by sending messages to your mobile device and/or by email and/or by any other means of communication and in any other way.
11. You confirm that you are aware and agree that the Company and/or its customers and/or cloud services companies with which the Company engages, collect information about you and/or store and/or hold and/or process and/or use such information.
12. You are aware that the Company operates under and in accordance with all applicable laws, including the provisions of the Israeli Privacy Protection Act, 1981 and the EU General Data Protection Regulation ("GDPR") in connection with the collection of information, use of information, information processing, grant of authorization and/or access to information, registration of databases, information security etc., and accordingly, by accepting these Terms of Use, you declare that you have and will have no claim and/or complaint and/or demand with regards to the System and/or the information and/or regarding the usage of the information, including the grant of access and/or authorization to third parties to access the information and/or its transfer to third parties and/or use and/or processing of the information by third parties. You further declare that you are aware that any applicable provisions of such laws shall apply to you as a user of the System and you, therefore, undertake to comply with any such applicable laws, and to notify the Company in writing without delay in the event that you become aware of any data breach or any abuse of the data kept on the System.
13. You agree to receive from time to time text messages to your mobile phone and/or e-mails and/or through the System and/or by any other means, from the Company and/or the Company's customers and/or your employer and/or place of work. You are aware that, inter alia, the service

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is contingent upon satellite signals reception, mobile communications providers, and other third parties, all of which are factors and means completely not in the control and responsibility of the Company.

14. The Company has sole discretion to decide from time to time without having to notify you in advance of changes to the System, including the structure, appearance and design, scope and availability of its services, which content and information are displayed to the user, the duration of their presentation and their location, and any matters related thereto. You will have no claim and/or demand against the Company in respect of the implementation of such changes and/or resulting or related malfunctions.
15. The Company may discontinue the service at any time at its sole discretion, wholly or partially, temporarily or permanently, for maintenance, repair, upgrades, amendments, service improvement or for any other reason.
16. The use of the System is carried out at your own risk and full responsibility. The System is intended for use on an "AS IS" and "AS AVAILABLE" basis, and cannot be adapted to one's individual needs. You hereby acknowledge that you have reviewed the System in advance and find that it suits your needs and objectives. You will have no complaint, claim or demand towards the Company in respect of the quality and/or features of the System, its content, capabilities, limitations and suitability for your needs. Usage of the System will be carried out at your sole and full responsibility and the Company shall not be liable for any damage whatsoever caused by the use of the System or due to any disruptions in service. Company do not warrant or guarantee the performance or results that you may obtain by using the System. Statements by Company and its employees or representatives (including its partners) and any documentation or specification of the System do not constitute a warranty, representation or condition regarding the use, or the results of use of the System or services or documentation in terms of correctness, accuracy, reliability or otherwise. Company expressly disclaims any implied warranty or condition, including, without limitation, any warranties and conditions of fitness for a particular purpose, merchantability or non-infringement.
17. Password and Security: As part of using the System, you may create a password or any kind of additional security method. You are responsible for maintaining the confidentiality of the password or any kind of additional security method and are fully responsible for all activities that occur on your phone or computer and any other device. You must ensure that your own employees and end users comply with the privacy, information security and data protection policies of your own organization, regardless of Company's privacy statements and Company's information security policy.
18. The Company cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this section or from any unauthorized access to or use of your phone or computer or any other device. Please notice; you must comply with the privacy and data protection policies of your own organization, regardless of Company privacy statements and information security policy.

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19. You are aware that the Company operates in accordance with all applicable laws, including the provisions of the GDPR and the Privacy Protection Law 1981, maintaining information security and it takes all the precautions imposed on it under the law including the Databases Registrar guidelines No. 2011/2 "Use of outsourcing services for process of personal information" in order to strictly uphold information security, and therefore in the event of any damage to the information including damage related to breaches of the information security used in the System and/or any leaks of any information used in the System and/or any transfer of information to third parties not in the control of the Company and/or that was done inadvertently, you acknowledge that you are aware that despite the Company's efforts to operate according to any law and according to the customary standards for the maintenance of information security, such damages may still occur.
20. You are aware that a significant portion of the services are "location-based" in GPS technology, and cannot be provided without your explicit consent to track your location through them. Therefore, the absence of your consent to be located may prevent the provision of the service to you.
21. The Company is not responsible in any way to defects and/or malfunctions and/or errors of any kind, in the information and contents uploaded or displayed in the System (the "**Client Data**"). Due to the complexity of the System, due to its reliance on third parties' GPS services, and due to your dependence on mobile and internet operators, the Company is unable to commit to a certain level of service standard, continuity of service, level of availability, accuracy of the location and maps content, and other quality parameters. Therefore, the Company is unable to ensure that the System services will not be disrupted or interrupted, be provided without interruptions or errors, function safely, and shall be immune from unauthorized access or damage, malfunctions or failures – in the hardware, software, communication lines and systems.
22. You shall be exclusively responsible for the Client's Data, for its completeness and accuracy. You are aware that damage and/or faults and/or loss may be caused to the Client's Data as part of the use of the System, and the Company shall not be liable for this.
23. Further, in the event that the System is installed on premise you undertake to take all necessary action to mitigate and/or limit and/or prevent its damages, as follows: (a) to back up the Client's Data outside the Company's servers; (b) to protect the data using the appropriate data protection systems; (c) to procure a business insurance policy that shall include consequential loss insurance, insuring the Client's gross profit. The insurance shall include an express condition pursuant whereto the insurer waives the right of subrogation against the Company.
24. The Company is not responsible in any way, directly or indirectly, and shall not bear any obligation and/or liability for any damage and/or loss and/or loss of profit, directly or indirectly, related to the use of the System and/or its contents or arising from an inability to use the System for any reason even if the Company was aware, or could have been aware, of the possibility of such damage being caused. In addition, the Company will not be liable for any software and/or hardware damage and other damages incurred as a result of using the System.

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25. The Company does not guarantee that third parties content and services published in the System and brought as a service to the public of System users will be complete, correct, legal, up to date, or accurate, or meet your expectations and requirements. The Company shall have no liability whatsoever for any outcome thereof or of your usage of them, or to your reliance on them.
26. Without derogating from the provisions of the Terms of Use, in any case where full exemption from liability will not apply and/or it has been determined that any liability applies to the Company for any reason, the Company's liability shall be limited to direct damages only and to the amount of the aggregate liability for all claims and/or damages for any cause whatsoever, which shall not exceed the total of all payments made by you to the Company by virtue of this Terms of Use in the three-month period preceding a particular allegation made against the Company. For the avoidance of doubt, it is clarified that this is the sole remedy whereto you are entitled and shall constitute a final and absolute waiver of any and all suits and/or demands and/or claims by you against the Company.
27. You agree to abide by all applicable local, provincial, state, national and international laws and regulations and not, nor allow or facilitate a third party, to violate any rights, data or information of others or the operational or security mechanisms of the System and/or services or to allow third parties to use or to exploit the System and/or services, in any manner whatsoever. You hereby agree and undertake to indemnify the Company and/or anyone on its behalf for any damage, loss, loss of profits, payment or expenditure incurred by it and/or any of its representatives, including attorney's fees and court expenditures, as a result of any breach of any of the provisions of these Terms of Use or any applicable law, and/or of any infringement of any third party rights and/or claim of the user and/or any third party in connection with the usage of the System by the user and/or information about the user.
28. Company may terminate these Terms of Use in the event you breach your obligations. Immediately upon termination of these Terms of Use, you undertake to return the System and all confidential information forthwith to Company with a statement certifying that no copies have been made or retained.
29. Company shall not be liable to correct any damage or deficiencies in the System resulting from accident, alteration, modification, foreign attachments, misuse, tampering, negligence, improper maintenance, abuse. Company will not be liable nor obligated to perform maintenance or support activities with regard to errors or other problems with the System and/or the services resulting from (i) alterations or modifications made by anyone other than Company (ii) third party software and/or hardware; (iii) your failure to promptly install any maintenance releases provided to you while under valid maintenance coverage; (iv) a combination of the System and/or other deliverables with any program, equipment or device not supplied or specifically pre-approved in writing by Company' authorized signatory; or (v) misuse or improper use of the System or services.
30. It is hereby agreed that Company may update these Terms of Use from time to time in order to comply with applicable legal and regulatory requirements.

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31. These Terms of Use shall be governed by the laws of the state of Israel as if performed wholly in Israel and without giving effect to principles of conflicts of laws, and the competent courts of the city of Tel Aviv, shall have exclusive jurisdiction over any dispute under these Terms of Use or otherwise related to the System and/or the usage thereof, whether in Israel or abroad.

32. Any notice from you to the Company shall be sent in writing to our mailing address at:  
[Support@octopus-app.com](mailto:Support@octopus-app.com)

\* The provisions contained herein are phrased in the masculine form for convenience purpose, and they naturally apply to females as well.

☒ I have carefully read the Terms of Use set forth above and understood them, and I hereby agree to these Terms of Use.