

LetMeSee - Terms of Use Agreement

1. General and Acceptance

By using the LetMeSee Application maintained and operated by Artware Ltd. ("Artware") and by using any of the services (as defined below) YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS. As part of the LetMeSee Application, Artware shall provide certain services such as customer room management, live engagement, text messaging, email messaging, etc (the "Services").

In order to participate in certain Services, you may be required to agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the Services in which you choose to participate, those additional terms are hereby incorporated into this agreement as an integral part hereof. Artware may modify this agreement from time to time and such modification shall be effective upon posting. You agree to be bound to any changes to this agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

2. Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARTWARE AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. ARTWARE AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE EXPOSURE OF YOUR DATA, DELETION, ALTERATION OF OR FAILURE TO STORE ANY CUSTOMER DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR SECURING AND BACKING UP PROJECT, AND CUSTOMER DATA.

NEITHER ARTWARE NOR ITS SUPPLIERS, WARRANT THAT THE OPERATION OF THE APPLICATION OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE APPLICATION NOR THE SERVICES ARE DESIGNED, OR INTENDED FOR HIGH RISK ACTIVITIES. IN NO EVENT SHALL ARTWARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR OTHER INFORMATION STORED THEREIN, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR APPLICATION.

ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR APPLICATION BY ANY THIRD PARTY, AND/OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

ARTWARE MAKES NO REPRESENTATIONS THAT THE APPLICATION IS APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS. THOSE WHO ACCESS OR USE THE APPLICATION FROM JURISDICTIONS PROHIBITING SUCH USE, DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

3. Provided Services

Subject to full compliance with the Terms of this Use Agreement, Artware may change, suspend or discontinue any or all of the Services for any reason, at any time, including the availability of any feature or part of any content at its sole discretion. Artware may also impose limits on all or any of the Services or restrict your access to parts or all of the Services without notice or liability. Artware may charge fees for the use of the Services or part of them. LetMeSee opening screen, Artware's logo and link to Artware's website, are an integral part of the LetMeSee Application. The Charged Services provided by Artware are provided according to the provisions of this Agreement and the specific commercial provisions and policies (including Cancellation Terms, etc.), and such provisions and policies as may be amended or changed from time to time, are incorporated herein by reference and shall be considered as an integral part hereof.

4. General Undertakings

You accept sole responsibility for all of your activities using the LetMeSee Application, your conduct using the Application and any and all content you may add in using the Application. You will not use the Application for any unauthorized or illegal purpose, including monitoring your clients/prospects activities in a way that does not comply to the law or regulations. You will be responsible for ensuring that you do not violate any laws of your jurisdiction, including but not limited to copyright laws. You will not upload or transmit viruses, worms or any other destructive code. You will not alter or modify any part of the Application other than as may be reasonably necessary to use the Application for its intended purpose and/or in a manner allowed by Artware.

5. LetMeSee Application Access

Artware hereby grants you permission to use the Application as set forth in these Terms of Use. In order to access some features of the Application, you will have to create an account. You may never use someone else's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You accept sole responsibility for keeping your password secure. You must notify Artware immediately of any breach of security or unauthorized use of your account. Although Artware will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Artware or others due to such unauthorized use.

You are not allowed to activate any of the application features automatically. All activation should be carried out manually through LetMeSee user interface, including sms sending, room creation, etc.

6. Fees and Payment

Some of the Services require payment of fees ("Charged Services"). If you elect to sign up for Charged Services, you shall pay all applicable fees, as described on the Website or Provisional Agreement in connection with such Charged Services selected by you. Artware reserves the right to change its prices at any time. You authorize Artware directly or through third parties, to make any inquiries it considers necessary to validate your account and financial information that you provided while signing up for such Services.

All fees are exclusive of all taxes, levies, or duties as imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You agree to pay any such taxes that might be applicable to your use of the Services and payments made by you to Artware.

All fees related to using Charged Services are charged automatically using the payment method as determined in the Application or provisional Agreement. If Artware does not receive a termination request by the user, you acknowledge and understand that Artware will continue to charge you for the Charged Services as long as your account remains active regardless if the Charged Services are used or not.

If, at any time, you contact your bank or credit card company and decline or otherwise reject the charge of any payable fees, this act will be considered a breach of your obligation hereunder and your use of the Charged Services will be automatically terminated. Your use of the Charged Services will not resume until you re-subscribe for any such Charged Services.

Users purchasing Charged Services shall pay any and all prices and fees due for such Services. All prices and fees are non-refundable, even if such Charged Services are suspended, terminated, or transferred prior to the end of the Services term. Artware expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at the Application Website and effective immediately without need for further notice to any user, unless otherwise noted in the provisional Agreement.

7. Cancellation

The LetMeSee Charged Services are provided on a prepay basis. LetMeSee users may decide to discontinue their use of any Charged Services at any time. Such cancellation is done by the users themselves on the LetMeSee Application and according to the instructions posted therein, or as noted in the provisional Agreement. The date and time of any cancellation of the use of any Charged Services shall be the date and time on which the user has completed the cancellation process on the LetMeSee Application.

8. Intellectual Property Rights

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in User Content and Artware owns all Intellectual Property Rights in the Services and the Application.

9. User Content

The Application permits the submission and uploading of Content submitted by you and other users ("User Content") and the hosting, sharing, and/or publishing of such User Content. You understand that whether or not such User Content is published, Artware does not guarantee any protection with respect to such User Content.

YOU UNDERSTAND THAT ALL USER CONTENT IS UNDER THE SOLE RESPONSIBILITY OF THE USER UPLOADING SUCH CONTENT. YOU, AND NOT ARTWARE, ARE ENTIRELY RESPONSIBLE FOR ALL CONTENT THAT YOU UPLOAD, POST, TRANSMIT OR OTHERWISE MAKE AVAILABLE VIA THE SERVICE. ARTWARE DOES NOT CONTROL THE CONTENT POSTED VIA THE SERVICE AND, AS SUCH, DOES NOT GUARANTEE THE ACCURACY, INTEGRITY OR QUALITY OF SUCH CONTENT OR THAT ITS UPLOADING DOES NOT INFRINGE ANY THIRD PARTY RIGHTS.

WHILE ARTWARE IS NOT RESPONSIBLE FOR AND DOES NOT REVIEW THE USER CONTENT, ARTWARE RESERVES THE RIGHT TO DELETE ANY SUCH USER CONTENT THAT ARTWARE DEEMS, IN ITS SOLE DISCRETION FOR ANY REASON AND WITH NO NEED TO PROVIDE EXPLANATIONS.

IN CONNECTION WITH USER CONTENT, YOU FURTHER AGREE THAT YOU WILL NOT: (I) SUBMIT MATERIAL THAT IS COPYRIGHTED OR OTHERWISE SUBJECT TO THIRD PARTY PROPRIETARY RIGHTS, INCLUDING PRIVACY AND PUBLICITY RIGHTS, UNLESS YOU ARE THE OWNER OF SUCH RIGHTS OR HAVE PERMISSION FROM THEIR RIGHTFUL OWNER TO POST THE MATERIAL AND TO GRANT ARTWARE AND/OR ANY OF ITS USERS ALL OF THE LICENSE RIGHTS GRANTED HEREIN; (II) PUBLISH FALSEHOODS OR MISREPRESENTATIONS THAT COULD DAMAGE ARTWARE OR ANY THIRD PARTY; (III) SUBMIT MATERIAL THAT IS UNLAWFUL, OBSCENE, DEFAMATORY, LIBELOUS, THREATENING, CHILD PORNOGRAPHY, HARASSING, HATEFUL, RACIALLY OR ETHNICALLY OFFENSIVE, OR ENCOURAGES CONDUCT THAT WOULD BE CONSIDERED A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY, VIOLATE ANY LAW, ENCOURAGES USE OF DRUGS OR ALCOHOL, OR IS OTHERWISE INAPPROPRIATE; (IV) IMPERSONATE ANOTHER PERSON.

ARTWARE DOES NOT PERMIT COPYRIGHT INFRINGING ACTIVITIES AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ON ITS WEBSITE, AND Artware WILL REMOVE ALL INFRINGING CONTENT IF PROPERLY NOTIFIED THAT SUCH CONTENT INFRINGES ON ANOTHER'S INTELLECTUAL PROPERTY RIGHTS.

If you become aware of misuse of the Artware Application or Services by any person, please contact Artware by email to: support@artwaresoft.com.

Artware does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and Artware expressly disclaims any and all liability in connection with User Content.

If you believe that your work has been copied in a way that infringes your copyrights, please email us at support@Artwaresoft.com and provide all relevant details, including the exact location of the material claimed to be infringing your rights, reasonable evidence of such pleaded rights, and any other information as may be required.

The details of the Artware Copyright Infringement Agent nominated according to the provisions of the DMCA, can be found at the website of the US Copyrights Office – at http://www.copyright.gov/onlinesp/list/a_agents.html.

Repeat Infringer: Artware reserves the right to remove Content and User Content without prior notice.

Artware will also terminate a User's access, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had User Content removed from the Application more than twice. Artware also reserves the right to decide whether Content or User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law. Artware may remove such User Content and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

10. Additional Prohibited Uses

In addition to all the above prohibitions, you agree that you will NOT knowingly use the Service, among other things, to: (a) monitor your clients/prospects activities in a way that does not comply to the law or regulations (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or an entity; (d) upload, post, email, transmit, or otherwise make available any content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (e) upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (f) "Spamming" to promote your website or Content, or engaging in unethical marketing, advertising, any other practice connected in any way to "spam" including, sending content or emails which do not comply with the CAN-SPAM Act of 2003; (g) upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or (h) intentionally or unintentionally violate, attempt to violate, or avoid any applicable ICANN regulation or policy; You agree to indemnify and hold Artware harmless from any claims resulting from the use of the Services which damages you or any other party.

11. Indemnity

You agree to defend, indemnify and hold harmless Artware, Artware's officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the product to monitor your clients/prospects activities in a way that does not comply to the law or regulations (ii) your use of and access to the Application; (iii) your violation of any term of these Terms of Use; (iv) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (v) any claim that your User Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Artware Website.

12. Events Beyond Control

Under no circumstances shall Artware be held liable for any delay or failure in Application and/or any of the Services and/or information on the Website directly or indirectly resulting from, arising out of, relating to or in connection with events beyond the reasonable control of Artware, including, without limitation, google servers failures, internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties. The provisions of this paragraph are in addition to, and not intended to limit or modify, the limitation of Liability as stipulated above.

13. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Artware without restriction or limitations.

14. Other

You agree that: (i) the LetMeSee Application shall be deemed solely based in Israel; and (ii) the LetMeSee Application shall be deemed a passive website that does not give rise to personal jurisdiction over Artware, either specific or general, in jurisdictions other than Israel. These Terms of Service shall be governed by the internal substantive laws of the State of Israel, without respect to its conflict of laws principles. Any claim or dispute between you and Artware that arises in whole or in part from the Application shall be decided exclusively by a court of competent jurisdiction located in Tel Aviv, Israel. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. These Terms of Use, together with the privacy policy and any other legal notices published by Artware on the Website, shall constitute the entire agreement between you and Artware concerning the Artware Application. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Artware's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. YOU AND ARTWARE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE APPLICATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

By registering to the Application and providing your email address, you expressly agree to receive promotional content from Artware, by mail or email, from time to time. If you provide Artware with your phone number (at any stage of use of the Services), Artware shall be entitled to call you or send you promotional SMS notices from time to time. If you wish not to receive such promotional content / notices, you may notify Artware at any time.