

A.D.L SMART SOLUTIONS TERMS OF USE

These general terms and condition of use (alongside all its exhibits, the “**Agreement**”) serve as an agreement between A.D.L Smart Solutions Ltd., (the “**Company**”) and you (the “**User**”). This Agreement governs your use of Company's services including the Company's smart phone application (“**Application**”), the Company's web site (“**Site**”) any other services that the Company may offer from time to time and all features and functionalities user interfaces, as well as all content and software associated with our services (collectively the “**Services**”)

By clicking that you accept the terms and/or using the Services, you agree to be bound by this Agreement. In case you are entering into this agreement on behalf of another legal entity, such other legal entity shall be considered the User, and you represent that you have the power and authority to execute this agreement for such entity. This Agreement is applicable whether services are accessed through the Application, the Site or otherwise, and is effective once the User clicks “accept” or begins using the Services, the earlier (the “**Effective Date**”).

In this Agreement, “you” or “your” means the person accepting this Agreement and/or using the Services and/or any person or other entity on whose behalf such person is acting and/or anyone on its behalf, and “we,” “us,” or “our,” means Company.

IMPORTANT: CAREFULLY READ THIS AGREEMENT BEFORE USING THE SERVICES. USING THE SERVICES INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. IF YOU DO NOT AGREE, THEN YOU MUST NOT USE THE SERVICES

1. Rights to Use

- 1.1. Subject to the terms of this Agreement, Company hereby grants to User, solely for its personal non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Term (as defined below) to access and use the Service made available to such User by the Company.
- 1.2. Users are not permitted (and shall not assist or authorize any others) to: (a) copy, reproduce, modify, create derivative works from, or download, all or any portion of the Services; (b) decompile, reverse engineer or otherwise attempt to discover any source code from all or any part of the Services; (c) sell, rent, license, transfer or otherwise commercially exploit or dispose of the Services; (d) obtain unauthorized access to the Services; (e) use the Services for advertising, solicitation, sale or dissemination of unsolicited messages or notices; (f) use the Services in order to create or disseminate any viruses, worms, trojan horses or other malicious software; (g) use or launch any data mining or any similar data gathering and extraction tools, in connection with the Services; (h) use the Services in any manner that damages, disables, overburdens, or impairs the Services, Company's systems or servers, or the infrastructure on which the Services operate; (i) use the Services, or otherwise make available through the Services, any unlawful, harmful, threatening, defamatory, discriminatory, offensive, obscene, infringing, and/or harassing content; (j) use the Services in violation of any applicable law; and/or (k) attempt any of the foregoing.
- 1.3. By using the Services, you hereby represent and warrant that you are at least the age of majority in your state or province of residence and that you are authorize to use fire arms under applicable law.

2. Registration

- 1.1. User acknowledges that use of the Services requires registration and a creation of an account for such User (an “**Account**”). The registration process may require of User to provide information regarding (but not limited to) its full name, its e-mail address, its phone number and/or other information.
- 1.2. Each Account cannot be shared or used by more than one natural person User.

- 1.3. Each User is fully liable and responsible for any use or access to the Services through its Account. Each User represents and warrants that all registration information it submits is accurate and truthful, and shall update and maintain the accuracy of such information throughout the Term.

3. Charges and Payment

Currently the Services are offered for free, however the Company reserves the right to subject all or parts of the Services to payment of certain fees in the future. For avoidance of doubt, purchase of Third Party Services (as defined below) through the Services may be subject to payment of fees/commissions to the applicable third party providing such Third Party Services, and any payment details provided by a User for such purpose to Company shall be submitted to the applicable Third Party Services provider for processing of the payment.

4. Service Modification/Suspensions

The Company reserves the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) for any reason or no reason with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services, or any loss or damage that may occur out of such actions by the Company.

5. User's Obligations

- 5.1. Without derogating from any other obligation of the User pursuant to this Agreement, the User is responsible to: (a) enter accurate details and credentials in its use of the Services, and maintain all details and credentials entered accurate; (b) keep all credentials and passwords for access of the User's Account and the Services secure and confidential, and promptly report any misuse of User's Account; (c) meet any technical requirements for use of the Services, including without limitation, the requirements to maintain adequate operating system and network infrastructure, all as may be specified herein or in the Services' documentation from time to time (User acknowledges that the Services may otherwise not be available, or may not operate properly); and (d) comply with all applicable laws in User's use of the Services. User shall promptly notify Company of any breach of this Agreement of which it becomes aware. In the event of a breach of any User obligation under this Agreement, Company shall be entitled to suspend or refuse Users access to the Services or any portion thereof, block User's access to User's Account and/or terminate the Account, and/or terminate this Agreement in accordance with Section 13.

6. User Data

- 6.1. User represents and warrants that it has the adequate rights for (a) the submission of all data and content submitted by it through the Services, including without limitation any identifying or non-identifying information related to such User or third parties ("**User Data**") and for (b) any use or transfer permitted hereunder to be made with respect to such User Data. User shall have the exclusive responsibility and liability for the User Data and any of its own acts or omissions in respect thereof through the Services, including without limitation, for the legality, reliability, authenticity, integrity, accuracy, and completeness of the User Data it has submitted.
- 6.2. User shall indemnify and hold Company harmless for any failure to comply with User's obligations or any breach of User's warranties under this Section 6. While Company is not responsible to verify the accuracy or legitimacy of any User Data submitted through the Services, Company reserves the right to remove any User Data which it deems to be in violation with any of the terms set forth herein or applicable law, at Company's sole discretion.
- 6.3. User gives its consent to Company, and grants Company with a worldwide, royalty-free, and non-exclusive license, to collect User Data submitted through the Services, store such User Data in the Company's servers or third party's external servers which are utilized for the provision of the Services, and to use such User Data solely as specified in the Company's Privacy Policy that may be found at the following link: www.adlsmartshooting.com (the "**Privacy Policy**"). It is

clarified that such permitted uses include, without limitation: (a) use in order to provide or improve the Services, (b) compiling of statistical information and insights related to the Services its performance or its use, and use of such statistical information and insights (including without limitation public use in aggregated non identifying form), (c) transferring such information to applicable Third Party Services providers as required to provide the Services (such as providers of hosting services for storage of User Data stored as part of the Services) or the Third Party Services elected to be used/purchased through the Services by User so that such Third Party Services may be provided, (d) transferring User Data to a successor entity of Company by way of merger or acquisition of Company's applicable assets, provided such successor entity will be bound by the requirements of this Agreement with respect to its use of such Customer Data.

7. Confidentiality

- 7.1. Each party may be provided with, given access to, or exposed to, Confidential Information of the other party in connection with this Agreement. "**Confidential Information**" shall mean any information and data which should reasonably be assumed to be of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, pricing, operating, performance, cost, and business information, and all record bearing media containing or disclosing such information, which is disclosed or made available by one party to the other party pursuant to this Agreement. Without derogating from the generality of the foregoing, Confidential Information of the Company shall include all non-public details of the Services, and the results of any performance tests of the Services and any output of the Services (excluding any User Data reflected in such output), and Confidential Information of the User shall include the User Data.
- 7.2. Notwithstanding the above, Confidential Information shall not however include any information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the receiving party's lawful possession before the disclosure (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.
- 7.3. Each party shall hold the other party's Confidential Information in strict confidence, shall not disclose or make such Confidential Information available to any third party other than as permitted herein or in the Privacy Policy, and shall not use such Confidential Information for any purpose other than for performing its obligations under this Agreement or as permitted in the Privacy Policy. Notwithstanding the above, either party may disclose Confidential Information of the other party if compelled to do so by a court or authority of competent jurisdiction, provided it provides the other party, to the extent legally permissible, reasonable notice of such disclosure and opportunity to attain a protective order or other remedy.
- 7.4. Each party shall be entitled to disclose the other party's Confidential Information only to its officers, directors, employees and consultants ("**Representatives**"), on a need to know basis, provided that such Representatives are bound by confidentiality obligations at least as strict as those of this Agreement, and provided further that such party shall be responsible for and liable to any non-compliance with the requirements of this Agreement by such Representatives.

8. Proprietary Rights

- 8.1. Company retains all right, title and interest, including without limitation all patents, copyrights, trade secrets, trademarks, and any other intellectual property (whether registered or unregistered) in and to the Services, the technology underlying the Services, any improvements, updates, upgrades, error-corrections or other modifications thereto made available by Company, any documentation of the Services made available by Company, and any derivative work based on any of the foregoing. Except for the limited license expressly granted to User hereunder, this Agreement does not grant User any rights to Company's intellectual property (including without limitation in any of the aforementioned items).

- 8.2. As between the parties, User retains all right, title and interest, including without limitation all patents, copyrights, trade secrets, trademarks, and any other intellectual property (whether registered or unregistered) to the User Data.
- 8.3. The Company is hereby provided a royalty free, perpetual, worldwide, irrevocable, transferable, sub-licensable right to use any and all feedback, ideas, or input provided by Users (whether protectable by any intellectual property protection or not) and all intellectual property rights therein, for any purpose whatsoever.

9. Third Party Services

- 9.1. User acknowledges that Company may make available through the Services certain services and offerings of third-parties and that the Services may link to certain websites and applications which are external to the Services (any services and/or infrastructure of third parties shall be referred to herein as “**Third Party Services**”). Where a User engages such Third Party Services through the Services, it is engaging directly with the providers of such Third Party Services alone, and not with the Company. Use of any Third Party Services is subject to and governed by the applicable terms and conditions of such Third Party Services alone.
- 9.2. User further acknowledges that the Company also utilizes certain Third Party Services in order to make its own Services available, such as, without limitation, providers of hosting services for storage of User Data on external servers controlled by such third party providers, and that the continuing availability and access to the Services may be dependent on the continuing availability to Company of the applicable Third Party Services.
- 9.3. USER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL OR OPERATE THE THIRD-PARTY SERVICES, AND THAT COMPANY SHALL HAVE NO LIABILITY WHATSOEVER HEREUNDER WITH RESPECT TO OR IN CONNECTION WITH ANY THIRD PARTY SERVICES, OR WITH RESEPECT TO ANY WEBSITE OR APPLICATION OF A THIRD PARTY TO WHICH THE SERVICES LINK OR REFER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE USE BY PROVIDERS OF THIRD PARTY SERVICES OF USER DATA).

10. Disclaimer

- 10.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER; AND ALL EXPRESS AND IMPLIED WARRANTIES IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURE, UNINTERRUPTED OR ERROR/BUG FREE USE, AVAILABILITY OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. FOR AVOIDANCE OF DOUBT THE COMPANY MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD PARTY SERVICES.
- 10.2. User also acknowledges that the Services rely on the transfer of data over communications networks and facilities, and that the Services may be further subject to limitations, delays and other problems inherent in the use of such communications network and facilities.

11. Limitation of Liability

- 11.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, USE OF THE SERVICES IS AT USER’S SOLE RISK, AND IN NO EVENT SHALL THE COMPANY BE LIABLE, WHETHER IN TORT, CONTRACT, OR ANY OTHER THEORY OF LAW, FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS, CORRUPTION OF DATA OR INFORMATION, ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT AND/OR THE SERVICES.
- 11.2. IF COMPANY’S EXPOSURE TO DIRECT LIABILITY MAY NOT BE LIMITED BY LAW AS AFOREMENTIONED, IN NO EVENT SHALL THE COMPANY’S TOTAL LIABILITY, WHETHER IN

CONTRACT, TORT, OR ANY OTHER THEORY OF LAW, FOR ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT AND/OR THE SERVICES EXCEED US\$ 100.

- 11.3. The limitations of this entire section 11 shall not apply to any damages arising directly from the Company's willful misconduct or fraud.

12. Indemnity

- 12.1. You agree to defend, indemnify and hold the Company, and its affiliates, and each of its and their respective officers, directors, agents, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: your use of, contribution to or connection with the Services; your violation of this Agreement; and/or your violation of any rights of another. The Company shall provide notice to you of any such Claim, provided that the failure or delay by the Company in providing such notice shall not limit your obligations hereunder.
- 12.2. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and in such case, you agree to cooperate with all reasonable requests in assisting the Company's defense of such matter.

13. Term and Termination

- 13.1. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Agreement.
- 13.2. The Company shall have the right to at any time, in its sole discretion, for any reason or no reason, to terminate this Agreement, with immediate effect, with or without prior notice, and you acknowledge and agree that the Company may immediately deactivate any further access to the Services. Further, you agree that the Company shall not be liable to you or any third party for any termination of your right to use or otherwise access the Services.
- 13.3. Upon termination or expiration of this Agreement for any reason whatsoever, all rights granted to User under this Agreement shall immediately terminate and User shall immediately cease any use of the Services. User further acknowledges that following termination of the Agreement, the User Data will no longer be available to User through the Services or otherwise made available to it by the Company (and Company shall be entitled to destroy any User Data in its possession, if any).
- 13.4. Any provision that by its nature is intended to survive termination or expiration shall survive and not be affected by the termination of this Agreement.

14. Miscellaneous

- 15.1. The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of the terms and provisions of this Agreement.
- 15.2. This Agreement constitutes the entire agreement between the parties regarding the use of the Services, and supersedes any previous arrangement, understanding or agreement between the parties, written or oral, relating thereto.
- 15.3. Neither party's waiver of any breach or default of any provision of this Agreement shall constitute a waiver of other provisions or any other right hereunder, or a waiver of any subsequent breach or default.
- 15.4. Unless expressly provided otherwise herein, all remedies hereunder are cumulative and do not exclude any other remedies available by law.

- 15.5. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.
- 15.6. This Agreement does not confer any rights on any third party.
- 15.7. The parties expressly agree that they are independent contractors; and nothing in this Agreement is intended to or shall be interpreted to create a partnership or a joint venture between the parties, or authorize either party to act as agent for the other.
- 15.8. User shall not, without the prior written consent of the Company, assign this Agreement and/or any of its rights or obligations hereunder, and any unauthorized assignment shall be null and void. The Company may, at any time, freely assign, or sub-contract any or all of its rights or obligations under this Agreement.
- 15.9. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved exclusively in the competent court in Tel-Aviv-Jaffa, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court.
- 15.10. Any required or permitted notices hereunder must be given in writing (a) if to the Company, by E-mail to the following address: [\[●\]](mailto:info@adl.solutions), through the notice section of the Company's website: <https://www.adlsmartshooting.com/>; and (b) if to User by e-mail to the e-mail address with which User registered for the Services. Notices will be deemed given within 1 Business Day from the delivery date if sent by E-mail, and within 5 Business Days from the delivery date if sent by other methods permitted herein. info@adl.solutions
- 15.11. Company may change the terms of this Agreement at any time by posting new terms, such terms shall be effective in respect of each User immediately once posted.

Last updated: August, 2020