

## **VideoNotes Terms Of Use**

Last updated May 2022

PLEASE READ THE FOLLOWING TERMS OF USE AND PRIVACY POLICY CAREFULLY BEFORE ACCESSING OR USING VIDEONOTES APPLICATION (THE "**MOVEO APP**") AND ITS CONTENT MADE AVAILABLE BY MOVEO (AS DEFINED BELOW). BY ACCESSING OR USING THE MOVEO APP, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY AVAILABLE AT <https://bit.ly/vn-terms-of-use> ("**PRIVACY POLICY**"). IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE MOVEO APP.

### **1. ACCEPTANCE OF TERMS**

Moveo Software Ltd. and its affiliates (collectively, the "**Company**" or "**Moveo**") is the owner and operator of the Moveo App. Any person, who uses the Moveo App, shall be referred to as a "**User**" or "**you**". By using the Moveo App, Users agree to the terms and conditions of these Terms of Use, which includes the Privacy Policy (collectively, the "**Agreement**"), as well as all other policies and guidelines incorporated from time to time by reference to this Agreement. This Agreement is a binding agreement between any User and the Company.

### **2. GENERAL CONDITIONS**

The following conditions shall apply to all Users:

- 2.1. The Moveo App will be used only for lawful purposes and only in a lawful manner. All Users agree to comply with all applicable laws and regulations in all applicable jurisdictions and shall not violate any law, any third party's rights, or this Agreement.
- 2.2. All Users must be natural persons of at least eighteen (18) years of age or older and be able to understand and sign legally binding contracts. No internet bots, crawlers or any other automatic applications or codes designated to retrieve and collect information are allowed to use the Moveo App.
- 2.3. Users shall immediately report to the Company by using the following link: <https://bit.ly/contact-videonotes> upon any security breach and/or improper use of the Moveo App, which comes to their attention.
- 2.4. The Company has the right to monitor User communication and may disclose any content and information about a User as described in the Privacy Policy.
- 2.5. Users' access to and use of the Moveo App are expressly conditioned upon compliance with all the terms of this Agreement and any applicable laws. Any violation of any of this Agreement shall immediately revoke User's right to use the Moveo App. The Company, at its sole discretion, may limit or refuse any User's access to and/or use of the Moveo App. The Company reserves the right to modify or discontinue the Moveo App (or any part or feature thereof) at any time and without notice. User agrees that the Company shall not be liable to User or to any third party for any damages caused by or in connection with any limitation, refusal, modification, suspension, or discontinuance of the Moveo App or any portion thereof.

### **3. INFORMATION SECURITY**

The Company uses commercially reasonable security safeguards and protocols to protect the Moveo App, its databases and servers against misuse, risks of loss, unauthorized access, destruction, inadvertent or improper disclosure of data ("**Security Breach**"). However, the Company does not assume any responsibility to any such Security Breach and does not guarantee that such Security Breach shall not occur or be fixed within any time frame.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

Moveo owns or has a license to use all elements and components of the Moveo App, including, without limitation, all visual interfaces, interactive features, graphics, design, compilation, computer code, products, and software (collectively, the "**Moveo Content**"), and all rights and interest in and to such Moveo Content. The Company also owns or has a license to use any and all intellectual property rights, associated with the Moveo Content, including, without limitation, all patents, copyrights, designs, trademarks, service marks, trade names and other intellectual property and proprietary rights throughout the world, whether registered or not, which are protected by applicable intellectual and proprietary rights and laws. User may not modify, reproduce, distribute, create derivative works or adaptations of, reverse engineer, decompile, publicly display or in any way exploit any of the Moveo Content in whole or in part, without the Company's prior written consent. The Company does not grant any express or implied rights in the Moveo Content to User, and all rights in and to the Moveo App and/or Moveo Content are retained and reserved by the Company. Moreover, the term "Moveo" and anything on the Moveo App that identifies or distinguishes the Company from other companies, goods or services, are registered or unregistered trademarks and tradenames of the Company (the "**Moveo Trademarks**"). Except as otherwise permitted by the Company, User shall not display or use the Moveo Trademarks in any manner without the Company's prior written consent.

To the extent you provide us with any materials through the Moveo App, including, without limitation, information provided through a Contact form, or your CV, you represent and warrant that any such materials that you provide (i) comply with applicable law; (ii) do not infringe or violate any third-party intellectual property rights, privacy or publicity rights, or moral rights; and (iii) that you have all necessary rights and authorities to submit such materials.

#### **5. LIMITATION OF LIABILITY**

Moveo provides the Moveo App and any information, content, or all other components on an "as-is" basis and for informational purposes only. The Company does not provide warranty as to completeness, timeliness or accuracy of any information or content on the Moveo App. Moveo disclaims any and all implied warranties including, without limitation, the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the generality of the foregoing, Moveo does not warrant that the Moveo App will be accurate, error-free, virus-free, provided on an uninterrupted basis, or that it will meet any specific requirements of a User. Moveo does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Moveo App, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Moveo App. Under no circumstances will Moveo or its affiliates be responsible for any loss or damage resulting from User's or any third party's reliance on information or other content posted on the Moveo App or transmitted to or by any User or third party. Moveo shall not be liable for any indirect, consequential, special, or incidental damages or lost profits resulting from User's use or access to the Moveo App, whether based on breach of contract, breach of warranty, tort (including negligence), or any other legal theory. These limitations apply to any matter related to the Moveo App or the Moveo Content; third party internet sites, programs or conduct; viruses or other disabling features. These limitations also apply even if this remedy does not fully compensate User or any third party for any losses or fails its essential purpose; or even if Moveo knew or should have known about the possibility of the damages.

#### **6. INDEMNIFICATION**

User shall indemnify and hold Moveo and its shareholders, affiliates, officers, agents,

subsidiaries, partners and employees harmless, from and against any damages, losses, liabilities, claims or demands, (including reasonable attorneys' fees and expenses), made by any third party due to or arising out of (i) any unlawful, unauthorized or misuse of the Moveo App by User, (ii) violation of these Terms of Use by User, (iii) violation by User of any rights of another including but not limited to infringement of another's copyright or other intellectual property right, or (iv) any other negligent act or misconduct by User.

## **7. CHANGES TO THIS AGREEMENT**

These Terms of Use including the Privacy Policy and all other policies governing the use of the Moveo App may be modified, changed or altered at Company's sole discretion, at any time and without prior notice. However, the Company will publish notices of material changes to this Agreement; such notices may be posted on the Moveo App installation page, and/or sent to User, when they become effective. User agrees that User's continued use of the Moveo App following any modifications, changes or alterations to this Agreement and after the changes take effect will constitute User's acceptance of such modifications, changes or alterations and conclusively demonstrates User's acceptance of such modifications, changes or alterations.

## **8. MISCELLANEOUS**

- 8.1. Notices.** User hereby consents to receipt of any and all information in an electronic format. Moveo may provide required information to User via the Moveo App. User agrees and acknowledges that this Agreement and any notices given pursuant to this Agreement are enforceable in electronic format.
- 8.2. Invalidity.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be replaced and deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision; the remaining provisions of this Agreement will remain in full force and effect.
- 8.3. No Waiver.** Any party's failure or omission to act with respect to a breach of this Agreement does not constitute a waiver or affect that party's rights to act subsequently.
- 8.4. Assignment.** User may not assign rights or delegate any duties under this Agreement. Moveo may assign its rights or delegate its duties under this Agreement to any of its affiliates, successors or assignees.
- 8.5. Governing Laws and Jurisdiction.** This Agreement shall be governed by the laws of the State of Israel and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Tel Aviv, Israel, and User hereby agrees and submits to the exclusive jurisdiction and venue of such courts in connection with any disputes arising under or in connection with this Agreement.
- 8.6. Entire Agreement.** This Agreement, including the Privacy Policy and any other agreement entered with a User or incorporated by reference constitutes the entire agreement between Moveo and the User and supersedes any prior agreements between Moveo and User.
- 8.7. Relationship.** Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between you and Moveo or enables you to act on behalf of Moveo.