

TERMS & CONDITIONS

Welcome to perspectai. The perspectai product, services, software, mobile application, modules, functions, platforms, plug-ins, extensions or components, as may be upgraded or updated from time to time (collectively, the “**services**”) are provided to you by loop reality private limited. (“**perspectai**”, “**we**”, “**us**”, or “**our**”), subject to these terms and conditions (the “**terms**”).

By using or accessing the services or any part thereof, you agree to be bound by these terms. You should read through all the terms carefully as they constitute a legally binding agreement between you and us. Additional services such as professional services, training, customer success services or cloud offerings, may be provided by us under separate terms,

Please note that we reserve the right, at our sole discretion, to revise these terms, from time to time by posting notice on our website or through use of the services, with a seven (7) day advance notice. However, substantial changes will be effective thirty (30) days after the notice was initially posted. We will make an effort to inform you of substantial changes through the channels of communication generally used in such circumstances.

If we need to adapt the terms to legal requirements, the amended terms will become effective immediately or as required. Your continued use of the services following such notice shall constitute your consent to any changes made and a waiver of any claim or demand in relation to such changes.

If you do not agree to the new or different terms, you should not use and are free to discontinue using the services.

1. **REGISTRATION AND ACCESS**

- PerspectAI is a scientific assessment platform that provides data-driven insights about candidates or employees while assisting in recruiting talent that best-match the corporate DNA.
- The PerspectAI product collects and analyzes data through the product sensors, such as: location and angle of the candidate's head and angle of view, location and angle of view when using a remote control, selection and pointing data through signs, virtual location of objects and actions taken in relation to them, voice data and answers to specific questions (the "**Information**").
- In order to access the Services, you might first be required to register or create an account. When you register with us, you accept and acknowledge that part of the Information will be shared with us. Such information shall be used by us in providing the Services as described in our Privacy Policy.
- We reserve the right to decline to provide the Services to any person or entity for any or no reason. If and when you register with or provide Information to us, you acknowledge that some populations (such as epileptic persons, other disability, etc.) may not be able to use the PerspectAI product and an alternative should be provided to them.
- You are solely responsible for your account activity. We urge you to always log-off from the Services when leaving your device or computer unattended and to restrict access to the Services on a need to know basis.

- **OWNERSHIP**

- The Services, including the compilations (meaning the collection, arrangement, and assembly) and method of presentation of the information and data provided through the Services, as well as the underlying platforms of the Services, are proprietary property of Loop Reality. By accessing our Services, Loop Reality grants you a personal, revocable, non-assignable, and non-exclusive right to access and use the Services and the material provided hereon for your own use, provided that you fully comply with the provisions of these Terms.
- All trademarks, trade names and logos appearing on the Website, whether registered or not, are propriety of their respective owners. Loop Reality's trademarks, slogans, service marks, trade names, and trade dress which appear via the Service are the property of Loop Reality.

- **YOUR UNDERTAKINGS**

You shall be solely responsible for the content you (or any of your authorized users including candidates and employees (“**Users**”)) transmit or submit through the Services (“**User Content**”). You expressly agree that your use of the Services and any of your User Content will not:

- (1) be defamatory, libelous, abusive, or obscene, including, without limitation, include material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, federal, or international law;
- (2) infringe on the copyright or any other proprietary right of any third-party, and will only make use of information you own or have a right to use or received appropriate legal consent to use; or
- (3) be otherwise inappropriate or unlawful. You also warrant that, you are the exclusive holder of all rights in the User Content provided by you and you acknowledge and agree that any User Content provided by you is non-confidential and non-proprietary.

By providing us with personal information you hereby warrant and represent that:

- (i) such personal information is yours, meaning you are the Controller of the personal information;
- (ii) you have the legal right to provide us such personal information;
- (iii) to the extent the personal information was obtained from a third party including your Users, it was lawfully obtained in compliance with all applicable laws;
- (iv) you have a lawful basis for processing such personal information and if such lawful basis is consent – consent was freely given, specific, informed and unambiguous;
- (v) the personal information is complete, accurate and true; and
- (vi) the personal information may be stored in our database(s), anywhere in the world, and to the extent required by applicable law you will make the appropriate registrations with the Israeli Registrar of Databases including in relation to our status as “Holder” of a Database, if applicable. [(v) *relevant only for Israeli customers*]

- You may not rent, lease, lend, sell, redistribute or sublicense the Services or any part thereof. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, create derivative works of the underlying platforms of the Services or crawl, or attempt to discover the source code for the Services (including without limitation to any algorithm) and may not to allow any third party such actions. You may not remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the PerspectAI product and Service and may not to allow any third party to do so. You may not use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Services.
- You acknowledge that the PerspectAI product and Services may contain information, software, photos, video, text, graphics, music,

sounds, questions, creative suggestions, messages, comments, feedback, ideas, notes, drawings, articles and other materials of Loop Reality or other third parties that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights. Such content, and any other content available for you through the Service, except User Content, may not be copied, modified, published, transmitted, or distributed, by you in any way, including without limitation through use on any other website or network, other than through the tools offered to you by the Services themselves and for the purpose of the Services.

- You may not use the Services for any illegal purpose, or in violation of any applicable law, including without limitation laws governing intellectual property and other proprietary rights, data protection, privacy and labor laws, nor in any unauthorized way.
- You may not attempt to gain unauthorized access to the Services, or any part of them, other accounts, computer systems or networks connected to the Services, through hacking or any other means or interfere, or attempt to interfere with the proper working order of the Services or any activities conducted through the Services by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code.
- You may not use the Services in a way that unreasonably overburdens our servers, network or systems nor access or use the Services through automatic means (such as robots, or software that is intended to automatically run the Services). We reserve the right to apply additional limits on your use of our Services. We further reserve the right to publish such limitations, have them differ from user to user, or change such limitations at will.

- You are responsible for the specific configuration and content chosen for the Services, and such content's compliance with applicable law, including but not limited to – privacy and labour laws. You are responsible for the use of the Services designated for each specific user depending on the job description and the legal limitations on information that may be collected and analyzed under the circumstances and we are exempt from any such liability.
- You are aware that the Services provide automated decisions system based on machine learning algorithms which is only a decision support system. Your recruitment or assigning decisions will be made by the personal who in charge of recruiting in your organization, using the system as one but not the sole base for such decisions.
- We reserve the right to monitor some, all, or no areas of the Services for adherence to proper use of the Services or for any other purpose.

- CANDIDATES AND EMPLOYEES

- You will offer an alternative selection mechanism to candidates and employees who refuse to use the PerspectAI product. You acknowledge that there will be less information regarding candidates who chose the alternative, but those will not be discriminated as a result.
- You agree to obtain from candidates and employees who are using the services explicit, specific, freely given and unequivocal consent, according to the applicable law, to allow us access to their personal information if and to extent required to provide the Services and to enable us to use aggregated anonymous data for further improvement and development of the Services. You undertake to inform the candidates and employees about the data collection and processing activities associated with use of the PerspectAI product; that they may refuse or revoke their consent and it shall not harm them; that the

data will be processed by Loop Reality; and about any other details required by applicable law.

- In the event a candidate or employee requests information from you other than the final report generated by the Services, you must consult with us prior to granting access rights and in any event, may not reveal any Loop Reality intellectual property, confidential information and trade secrets, such as our algorithm and testing methods and techniques. In the event a candidate or employee requests information such as the final report generated by the Services from us, we will inform you of the request and ask you to handle it. If you do not handle it – we may do so ourselves.

- **WARRANTIES; DISCLAIMER**

- You represent, warrant and covenant that: (a) you have the full corporate right, power and authority to enter into and perform your obligations under these Terms, and such execution and performance does not and will not violate any other agreement to which you are a party, and (b) these Terms constitute your legal, valid and binding obligation.
- To the fullest extent permitted by applicable law, we expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranty of merchantability, fitness for a particular purpose and non-infringement. Without limiting the above, we make no warranty whatsoever with respect to (i) the service meeting your requirements, or being uninterrupted, continuous, timely, or error or virus free; (ii) whether your use of the service or the user content will generate any results or consequences; or (iii) whether your use of the service is lawful in any particular jurisdiction.

- Notwithstanding, we provide the service “as is” and “as available”, without any warranties and representations.

- **PRIVACY**

- You agree that we may periodically collect and use data and related information to provide the services and product support to you. This information and any other information you and your users provide through or related to your registration or use of the Services, will be treated by us in the manner described in our Privacy Policy. To learn more about how we store and process personal information, please refer to our Privacy Policy.
- According to privacy laws which may be applicable to you, as may be amended from time to time, you hereby acknowledge that you are not legally required to provide us with any personal information, and the provision of personal information is solely based on your free will (and the free will of your Users, who’s required consent under applicable law you have previously obtained). However you acknowledge that we will not be able to provide you with the Services without receiving the personal and non personal information.
- We do not claim ownership of the personal information provided by you or your Users to us in the use of the Services, and we serve only as a Processor of such personal information. However, by using the Services and when you provide us with personal information and non personal information, you hereby freely grant us an irrevocable, royalty-free, non-exclusive, unlimited license and specific informed consent to use and process the personal information and the non personal information (each obtained in any manner detailed in the Privacy Policy) and transfer it to third parties in accordance with the terms of the Privacy Policy and these Terms of Service.

- **LIABILITIES AND INDEMNITIES**

- You shall indemnify and save harmless Loop Reality and its directors, officers, employees, representatives and agents (“**Related Parties**”) against all demands, claims, actions, liabilities, losses, costs, damages or expenses whatsoever (including reasonable attorneys’ fees) (“**Damages**”) asserted against, imposed upon or incurred by Loop Reality or any of its Related Parties resulting from or arising out of any breach of these Terms by you or arising and related to your use of the Services.
- In no event shall we be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of data, or any other damages or losses arising out of or related to your use or inability to use the services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if we have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for incidental or consequential damages, so this limitation may not apply to you. Notwithstanding anything to the contrary, in no event shall our total liability to you for all damages related to the subject matter of these terms exceed the fees actually received by us from you (or our client – the employer) under these terms during the three (3) months preceding the applicable claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- The limitations, exclusions and disclaimers in this section and elsewhere in these terms apply to the maximum extent permitted by applicable law. Nothing in these terms limits or excludes our liability for (a) death or personal injury arising out of our negligence, (b) losses

suffered by you arising out of our fraud or (c) any loss which cannot, by law, be excluded or limited.

- **MISCELLANEOUS**

- (i) The laws of the State of Israel, excluding its conflicts of law rules, govern this license and your use of the Services; any controversy, claim, or dispute in connection with, arising under, or related to these Terms shall be settled exclusively in the courts of Tel Aviv, Israel. Your use of the Services may also be subject to other local, state, national, or international laws.
- (ii) (ii) If any provision of these Terms is held to be invalid or contrary to law, then such provision shall be construed, as nearly as possible, to reflect the original provision and the other provisions will remain in full force and effect.
- (iii) (iii) A party's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- (iv) (iv) The section titles in these Terms are solely used for the convenience of reference and have no legal or contractual effect.
- (v) (vi) We may assign these Terms to any third party at any time.