



By entering this web site, purchasing any of our products, or opening any information received by us, you ("Customer") agree to be bound by these terms of use and conditions.

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the website located at Israel (the "Website") operated by Maris-Tech Ltd. ("Maris" or "us", "we", or "our").

Customer understands, acknowledges and agrees that these Terms, which are incorporated by reference, and made a part of, any Customer's use of the Website (as defined below) and any related Products or services of any kind (as defined below) provided by Maris (Customer and Maris together, for ease of reference, shall be called "Parties"). By entering the Website or purchasing a Product or opening any information received by us or by opening an Account (as defined below), Customer represents and warrants that it has read and understood the following Terms and Customer agrees to be bound by them and to comply with all applicable laws and regulations regarding its use of the Website, and Customer acknowledges that these Terms constitute a binding and enforceable legal contract between the Parties and Maris would not have supplied services or Products to Customer otherwise.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Website you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Definitions

- 1.1 "Account" means an account on the Website, enabling a Customer or a person authorized by the Customer to access and use the Website.
- 1.2 "Affiliate" means, with respect to Maris, any person or entity which directly or indirectly controls, is controlled by, or is under common control with Maris.

- 1.3 "Confidential Information" means any and all information disclosed, provided or made accessible by, or on behalf of, one Party ("Disclosing Party") to the other Party ("Receiving Party") or any of its key persons, whether in writing, orally or in any other form which is not in the public domain, or regarding past, present, or future marketing and business plans, technical, financial or other proprietary or confidential information of the Disclosing Party, or which, given the nature of the information or material, or the circumstances surrounding the disclosure or provision, reasonably should be understood to be confidential or proprietary, as well as improvements, derivatives, upgrades, updates, and know-how related thereto. Confidential Information does not include information that: (i) is already or becomes generally known or available to the general public through no act or omission by the Receiving Party in breach of any confidentiality obligation; (ii) is already known to the Receiving Party at the time of disclosure without breaching any confidentiality obligation; (iii) is rightfully disclosed to the Receiving Party by a third party, who is not, to the knowledge of the Receiving Party, in breach of an obligation of confidentiality; (iv) is independently developed by the Receiving Party without use of, reference to, any of the Confidential Information of the Disclosing Party, as such may be evidenced in the Receiving Party's written records.
- 1.4 "Customer Data" means any data uploaded to the Website by Customer and derivatives thereof or otherwise supplied by Customer to Maris.
- 1.5 "Documentation" means the documentation for any services or Products produced by Maris and delivered or made available by Maris to the Customer;
- 1.6 "Collected Data" shall mean data directly or indirectly collected by the Website, the services, the Products or otherwise by Maris, whether or not voluntarily provided by the Customer, and which may include, without limitation, unique device identifiers (UDIs), cookie pools and Personal Information (as defined below) with respect to an Customer. Collected Data may also include data received by Maris from third parties.

- 1.7 "Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights, including but not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, utility models and rights in designs.
- 1.8 "Permitted Purpose" means the use of the Website and the Services for the sole purpose of the Services.
- 1.9 "Personal Information" means sensitive and personally identifiable information that can be used to uniquely identify, contact, or can be used with other sources to uniquely identify, including first name, last name, age, address, geo-location, individual financial account numbers, insurance plan numbers, precise information about economic status, health or medical conditions, personal status, chastity, government-issued identifiers (such as a Social Security number), and any personally identifiable information about a minor under the age of 13.
- 1.10 "Website" means Maris's proprietary Website located at Israel, and which is administered by Maris to provide services and sell Products.

2. Products and services.

If you wish to purchase any product or service made available through the Website ("Purchase"), you will be required to create an Account on Website by supplying certain information relevant to your Purchase. Maris shall create an Account for the Customer and shall provide to Customer personal login details and credentials for that Account ("Login Credentials") solely for access to the Website and completion of Purchase. Customer is solely responsible for maintaining the confidentiality of the Login Credentials. Any instruction, action or activity occurring through any such Login Credentials shall be deemed to be provided or taken by Customer, and Customer

shall be solely responsible for all activities that occur under such Login Credentials, including for any unauthorized use of such Login Credentials or any other breach of security, or any related damage or loss.

3. License Conditions.

Website may only be used by Customer, for Permitted Purposes. Customer shall be fully liable and responsible for any unauthorized, unlawful, or other act or omission of any of its Authorized Personnel. Customer hereby acknowledges and agrees that Customer is responsible for: (i) adhering to, and ensuring that all of its employees and Authorized Personnel using the Website adhere to, any applicable law and public policy (including any racism, support any terror organization or promote any discrimination of a person or a group); (iii) ensuring does not cause damage or impairment to Maris or the Website; (iv) obtaining and at all times maintaining all rights, licenses and clearances necessary to utilize the Website as provided under this Terms; (v) any acts or omissions of Customer or any of Customer's employees, agents or subcontractors, and ensuring that such agents and subcontractors comply with the these Terms. Maris may terminate Account upon any suspected breach by Customer or any of the Authorized Personnel of these Terms.

4. Access

During the Term, Maris shall use commercially reasonable efforts to ensure the availability of the Website, except that Maris shall not be liable for: (a) scheduled downtime, including due to updates and upgrades; or (b) any unavailability caused directly or indirectly by circumstances beyond Maris's reasonable control, including without limitation, (i) force majeure event; (ii) Internet service provider, webhosting, cloud computing Website, or public telecommunications network failures or delays, or denial of service attacks; (iii) a fault or failure of the Customer's computer systems or networks; or (iv) any breach by the Customer of these Terms. Maris shall provide the Customer with technical support during the Term, as Maris sees and reasonably required under the circumstances, and subjected to any required cooperation.

5. Data and Intellectual Property

5.1 Data Protection and Privacy

Maris's Protection and Privacy Rules, as published on the Maris site will be deemed an integral part of these Terms.

Maris warrants that it complies with all applicable local laws, rules, regulations, directives and guidelines regarding the collection, use and disclosure of data collected, and all amendments and updates to them or regulations as replaced or superseded from time to time.

Maris shall, to the extent legally permitted, promptly notify Customer if Maris receives a request from a Data Subject (as defined in the GDPR) to exercise the Data Subject's right of access, right to rectification, restriction of processing, erasure, data portability, object to the processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the processing, Maris shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under data protection laws, directives, and regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Maris shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Maris is legally permitted to do so and the response to such Data Subject Request is required under data protection laws, directives and regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Maris's provision of such assistance.

Customer shall be responsible for providing appropriate information and obtaining any required consent, including notice and consent allowing it to own, control, transfer and use as contemplated hereunder, all Personal Information including all consents required by social networks such as

Facebook, Twitter, Instagram etc. Maris shall implement and maintain appropriate organizational, administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Personal Information and to protect against unauthorized access to or alteration, disclosure, destruction or loss of such Personal Information.

It shall be the responsibility of the Customer to devise, safeguard, transfer, share and use the Data in compliance with applicable laws, directives, and regulations, including without limitation, any privacy and data protection laws.

Customer represents and warrants that it accepts full and sole responsibility for any Customer Data and for the developing and implementing a satisfactory full data backup and a disaster recovery capability facilitating complete data recovery including restoration or reconstruction of all its lost or altered files data or programs, and the security of all its Confidential Information, Data and all Personal Information.

5.2 Maris's Intellectual Property.

Maris maintains and owns all Intellectual Property Rights in and to: (i) the Website; (ii) the Products; (iii) all Collected Data; (iv) the Documentation; and (v) any updates and upgrades. Customer understands and acknowledges that, other than the limited right to use the Website and any purchased Products, as provided hereunder and the limited license under §3 above, the use of the Website or these Terms do not convey any right, title or interest in and to any Intellectual Property Right of Maris. Any updates, upgrades, improvements, modifications, adaptations, derivatives or enhancements made to any of Maris's Intellectual Property, or to any part thereof, or other work which includes, contains, substitutes, emulates, exposes the functionalities, or incorporates Maris's Intellectual Property, or any part thereof, including such made by the Customer, shall be solely owned by Maris.

6. Confidentiality.

Receiving Party shall not disclose any Confidential Information to any third party other than to its personnel, employees, agents and independent contractors to whom disclosure is reasonably required provided that such individuals and entities have agreed, under an executed agreement, to keep such information confidential in the same or a substantially similar manner as provided for in these Terms. Receiving Party will not use Confidential Information of the Disclosing Party except as expressly permitted by, or as required to achieve the purposes of the Services. Receiving Party will take reasonable security precautions to protect and safeguard the Confidential Information of the Disclosing Party against any unauthorized use, disclosure, transfer or publication, with at least the same degree of care and precaution as it uses to protect its own Confidential Information of a similar nature, but in no event with less than reasonable care. Nothing in this Agreement shall prevent a Receiving Party from disclosing Confidential Information pursuant to a binding order of a government agency or a Court, provided that the Receiving Party (a) notifies the Disclosing Party of such release or disclosure with as much notice as reasonably possible so that such Disclosing Party may seek a protective order or other appropriate remedy; and (b) uses reasonable efforts to limit such release or disclosure only to the extent required. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and agree that the non-breaching Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The provisions of this section shall continue in force after the termination or expiration of these Terms, without limitation.

7. Warranty Disclaimer

Except as expressly set forth herein, Maris (and any of its Affiliates and their respective officer, directors, employees and direct or indirect shareholders) does not warrant or make any representations, including regarding the use, the ability to use

or operate, or the results of the use or operation of the Website or any service or Product by Maris, which are all (and any part thereof, including without limitation any content, data, materials, reports and any information related thereto), are provided on an "AS IS" and "as available" basis, without any warranties of any kind, express or implied, including warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose or use, or any representations or warranties as to the usability, accuracy, quality, availability, reliability, suitability, completeness, truthfulness, usefulness, security or effectiveness of any content, data, results, or other information obtained or generated by Maris and Customer in connection with Customer's use of the Website and the Products. Maris does not make any representations regarding the benefits or results that Customer or any third party shall obtain from the Website or the Products. Maris does not endorse any entity, product or service mentioned on the Website, including any advertisements and/or data and, without limiting the generality of the above, some data is supplied to Maris by third parties and Maris has no control as to its content, knowledge as to its accuracy or liability as to it. Except as expressly stated otherwise under these terms, Maris does not, and cannot, warrant that the continuous operation of the Website, or that any will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations. Maris may, at its sole discretion, correct, modify, amend, enhance, improve and make any other changes to the Products and the Website, at any time without any notice to Customer.

8. Limitation of Liability

In any case, neither Maris nor any of its directors, officers, shareholders, affiliates, employees, agents or representatives, shall be liable to Customer or any other person, including in connection with any claims for any loss, cost, damages or expenses whatsoever, including, without limitation, indirect, special, punitive, incidental or consequential damages of any kind, regardless of whether a party has been advised of the possibility of such damage.

9. Indemnification.

Customer shall defend, indemnify and hold harmless Maris and its officers, directors, shareholder, employees, affiliates and agents (the "Maris Indemnitee") from and against all costs, damages, losses and expenses, including reasonable attorneys' fees and other legal expenses, arising from any third-party claim that: (i) Customer's use of the Website or Products, violates any third party rights, including without limitation, infringement or violation of the Intellectual Property Rights or privacy rights of such third party; (ii) the Data, or other content are obscene, defamatory, illegal, unethical, or promote illegal behavior; (iii) that Customer failed to obtain any necessary permit, license or consent in connection with these Terms; or (iv) stems from Customer's violation or alleged violation of any of its representations, warranties, or obligations under these Terms.

10. Termination

Maris may terminate or suspend access to the Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11. Miscellaneous Provisions

11.1 Headings. The section headings used in these Terms are intended for reference purposes only and shall not affect the interpretation of this Agreement.

11.2 Changes. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

11.3 Waiver. No failure on the part of Maris to exercise, and no delay in exercising, any right, power or remedy under any Service Order or these Terms shall operate as a waiver thereof.

- 11.4 Remedies Not Exclusive. Except as expressly set forth herein, no remedy hereunder is intended to be exclusive of any other remedy available hereunder or at law or in equity.
- 11.5 Severability. If any provision of a Service Order or these Terms is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall apply only to such provision. The illegality, invalidity, or unenforceability of such provision shall not in any manner affect or render illegal, invalid or unenforceable any other provision of a Service or these Terms, and that provision, and a Service or these Terms, generally, shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the Parties as expressed in a Service or these Terms. The fact that any provision of a Service or these Terms is held to be illegal, invalid or unenforceable in a particular jurisdiction shall have no effect upon the legality, validity, or enforceability of such provision in any other jurisdiction.
- 11.6 No Strict Construction. If an ambiguity or question arises with respect to any provision of a Service or these Terms, the Service or these Terms will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.
- 11.7 Independent Contractor Relationship. The Parties are independent contractors and these Terms, do not create an agency, partnership, or joint venture relationship between the Parties. Each Party has sole responsibility for its activities and its personnel, and shall have no authority and shall not represent to any third party that it has the authority to bind or otherwise obligate the other Party in any manner.
- 11.8 Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of their respective obligations if prevented from doing so by a Force Majeure Event. "Force Majeure Event" means (i) floods, earthquakes,

or other similar elements of nature or acts of God; (ii) riots, civil disorders, rebellions or revolutions in any country; or (iii) any other cause beyond the reasonable control of the non-performing Party, provided the non-performing Party is without fault in failing to prevent or causing such default or delay, and such default or delay could not have been prevented or circumvented by the non-performing Party through the reasonable use of alternate sources, workaround plans or other reasonable precautions.

11.9 **Governing Law/Jurisdiction/Venue/Legal Fees.** These Terms, as well as any Service Order, and all matters arising directly or indirectly therefrom, shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws rules applicable to contracts to be performed entirely within the State of Israel. For all such matters, each Party irrevocably submits to the exclusive jurisdiction of the state and courts located in Tel-Aviv and waives any jurisdictional, venue, or inconvenient forum objections to such courts. The prevailing Party in any litigation shall be entitled to recovery of its reasonably attorneys' fees from

Contact Us

If you have any questions about these Terms, please contact us at info@maris.co.il

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