

360Pix App Terms of Use

Last Revised: April 20 , 2020

VDRoom Ltd. and its affiliates (the “Company”, “we”, “our” or “us”) welcome you to our 360pix mobile application, which enables you to (i) open a Google My Business profile for your business, company or enterprise, (ii) use our content management system and 360 technology in order to photograph and record your venue or place of business and upload it to your Google My Business page (the “Visual Content”), and (iii) share your Visual Content on social media platforms such as Facebook, Twitter and Instagram, all from one place (collectively, the “360pix App”). By using our 360pix App, you agree to be bound by these Terms of Use (the “Terms”). If you are using our 360pix App in your organization, you are agreeing to the Terms on behalf of your organization.

Note: Your use of the 360pix App is entirely free of charge. By using our 360pix App, you may synchronize your Visual Content with your Google My Business profile. In order to do so, you will need to have a Google Account. You will be subject to the Google terms and conditions and privacy policy, which you can find in the following links: <https://policies.google.com/terms> and <https://policies.google.com/privacy>.

1. Your Profile

Our 360pix App enables you to open a Google My Business profile for your business, company or enterprise (the “Profile”). In order to do so, you will need to have a Google Account. By using our 360pix App, you may synchronize your Visual Content with your Profile. Please be advise that you will be subject to the Google terms and conditions and privacy policy, which you can find in the following links: <https://policies.google.com/terms> and <https://policies.google.com/privacy>. Please make sure that no other unauthorized person uses your Profile.

2. Your use of our 360pix App

As long as you comply with the Terms, we grant you a personal, nonexclusive, non-transferable, non-sublicensable and fully revocable license to download or use the 360pix App for your promotional purposes using your Profile.

Use of the 360pix App is entirely free of charge. However, we reserve the right to charge fees for certain features or services available via our 360pix App in the future. If applicable, our payment terms and applicable fees will be detailed and available to you during the installation process of our 360pix App. You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the 360pix App, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

Please be advise that we will not collect your personal information during your use of the 360pix App. Nonetheless, your personal information may be collected during your use of Google My Business. Please read the Google privacy policy, which you can find in the following link: <https://policies.google.com/privacy>.

3. Intellectual Property

Our Content - The 360pix App may include content such as 360 content, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, “look and feel”, algorithms, source and object code, interface, GUI, interactive features, related graphics, illustrations, drawings, animations, and other features (the “Content”). The 360pix App (including the Content) and any intellectual property rights related thereto are owned by us or licensed to us. The Terms do not grant you any right or interest in our 360pix App, Content or any intellectual right related thereto. Any feedback you provide us with may be used commercially by us without your approval and without compensation.

Your Visual Content - As stated above, our 360pix App enables you to integrate your Visual Content into your Profile. You hereby grant us an unlimited perpetual right and license to copy, download, collect or otherwise use your Visual Content for our business purposes and in order to operate our 360pix App and perform the actions stated above. We have no obligation to screen, edit or monitor your Visual Content and we will have no responsibility and liability for any loss or damage relating to your Visual Content.

Third Party Components - Our 360pix App may include certain components which are offered under open source licenses. Your use of such components should be in accordance with their open source licenses and not these Terms. We make no representation regarding such open source components. If an open source license requires us to provide the source code of its applicable component, we will provide it to you for a charge of no more than our cost of physically performing source distribution.

4. Use Restrictions

There are certain conducts which are strictly prohibited when using the 360pix App. Please read the following restrictions carefully.

Failure to comply with any of the provisions set forth herein may result (at the Company’s sole discretion) in the termination of your use of the 360pix App and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (a) use the 360pix App and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) remove or disassociate, from the Content and/or the App any restrictions and signs indicating proprietary rights of the Company or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (c) interfere with or disrupt the operation of the 360pix App or the servers or networks that host the 360pix App, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (d) copy, modify, alter, adapt, replicate, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by the Company on or through the 360pix App, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted under these Terms; (e) make any use of the Content on any other application, site or networked computer environment for any purpose without the Company’s prior written consent; (f) transmit or otherwise make available in connection with the 360pix App any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; and/or (g) infringe and/or violate any of the Terms.

5. Social Media Features

As stated above, the 360pix App may include social sharing and posting features and other integrated tools (for example the Facebook “Like” and “Share” buttons, sharing and posting content via Instagram, etc.) (the “**Social Features**”). Please note that when you choose to use such Social Features and share your Visual Content via social networks or platforms, you must abide by the general terms and rules of such social networks or platforms.

6. Changes to the 360pix App

The Company reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently our 360pix App (or any part thereof, including but not limited to the Content) without notice, at any time. Though we make efforts to make the 360pix App operate smoothly, we do not guarantee that our 360pix App will always be uninterrupted, or that it will be immune from errors or bugs. We are not required to provide you with any upgrades, updates or new releases to our 360pix App under these Terms.

7. Disclaimers

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE 360PIX APP, INCLUDING OUR CONTENT, ARE PROVIDED ON AN “**AS IS**”, “**WITH ALL FAULTS**” AND “**AS AVAILABLE**” BASIS, AND THE COMPANY, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, THE “**COMPANY’S REPRESENTATIVES**”), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU AGREE THAT YOUR USE OF THE 360PIX APP AND CONTENT IS ENTIRELY AT YOUR OWN RISK. IF SOME JURISDICTIONS DON'T ALLOW THESE DISCLAIMERS, THEY MAY NOT APPLY TO YOU.

8. Limitation of Liability

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL THE COMPANY, INCLUDING COMPANY’S REPRESENTATIVES, BE LIABLE FOR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, PROFITS OR BUSINESS INTERRUPTIONS) ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE 360PIX APP, CONTENT OR YOUR VISUAL CONTENT; REGARDLESS OF WHETHER THE COMPANY (OR COMPANY’S REPRESENTATIVES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE COMPANY’S AND COMPANY’S REPRESENTATIVES’ TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING UNDER THE TERMS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO THE COMPANY FOR THE USE OF THE 360PIX APP OR \$US1.00, WHICHEVER IS GREATER. IF SOME JURISDICTIONS DON'T ALLOW THESE LIMITATIONS, THEY MAY NOT APPLY TO YOU.

9. Indemnification

You will defend, indemnify, and hold harmless the Company and the Company’s Representatives, from and against any claims, damages, losses, liabilities, costs, fines and expenses (including attorneys’ fees) arising out of your use of the 360pix App and your Visual Content, including any claim involving actual or alleged infringement or misappropriation of third party rights arising out of or in connection with your Visual Content. The Company shall notify you of any claim subject to indemnification. At our option, you will have the right to defend against any such claim with the counsel of your choosing (subject to our written consent) and to settle such claim as you deem appropriate, provided that you shall not enter into any settlement without our prior written consent and provided that we may at any time elect to take over control of the defense and settlement of the claim upon a written notice to you.

10. Usage Rules

Since you are downloading the 360pix App from a third party platform, service provider or distributor (“**Platform Provider**”), your use of the 360pix App may also be governed by usage rules which the Platform Provider may have established and which relate to your use of the 360pix App. Please be advise that the Platform Provider will not be accountable for your use of the 360pix App.

11. Modifications to the Terms

We may revise the Terms from time to time. In case of any material change that reduces your rights, we will make reasonable efforts to send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was sent to you via e-mail. Your continued use of the 360pix App on or after the last revised date of the Terms will constitute acceptance of those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately without any prior notice.

12. Termination

You are free to stop using our 360pix App at any time. We also reserve the right to suspend or terminate the 360pix App at any time at our sole discretion and without notice (for example, if you fail to comply with these Terms). Once your use is terminated (by you or us), your right and license to use our 360pix App terminates and you must delete and stop using the 360pix App.

13. Other Laws and Rules

The 360pix App is subject to applicable export control laws. You agree that you will not ship, transfer, or export the 360pix App into any country, or make available or use the 360pix App in any manner, prohibited by applicable laws. To this end, you represent that (i) you are

not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

14. Governing Law

Any claim relating to the Terms and 360pix App are governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles. The courts of the Tel-Aviv-Jaffa District, Israel, shall have exclusive jurisdiction over any dispute arising out of or related to the Terms or 360pix App. Notwithstanding, we may seek injunctive relief in any court of competent jurisdiction.

15. Entire Agreement

These Terms constitute the entire agreement between you and us relating to the subject matter herein and supersede all prior or contemporaneous agreements or understandings.

16. Waiver, Severability and Assignment

The Company’s failure to enforce the Terms is not a waiver of its right to do so later. If any provision is found unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein. You may not assign or transfer any right or obligation under these Terms without our prior written consent and any attempt to do so shall be void. We may assign or transfer these Terms without restriction or notification.

17. Any Questions?

If you have any questions you may send us an email to: support@360pix.io.