

## **Terms and Conditions Of Use**

These Terms and Conditions govern your use of the website of Real Imaging Ltd. ("**Real Imaging**" and "the **Website**") and your relationship with us. Please read carefully these Terms and Conditions and our Privacy Policy before using the Website as they affect your rights and liabilities. If you do not agree to all of these Terms and Conditions, please do not use the Website in any manner.

These Terms and Conditions constitute the legal agreement between you, either an individual or a single entity, and Real Imaging regarding the Website and the Content (as defined herein) and is in addition to any executed agreements you may have with us. These Terms incorporate by reference the terms of Real Imaging's [Privacy Policy](#).

In these Terms and Conditions and in our privacy policy "we ", "us" and "our" means Real Imaging and "you" means the individual and/or the entity that is using the Website.

### **1. Use Of The Website.**

The Website is provided to you free of charge only for your personal use and subject to these Terms and Conditions. By using or accessing the Website you agree to be bound by these Terms and Conditions.

### **2. Amendments**

These Terms and Conditions may be changed by Real Imaging at any time with or without notice. Real Imaging will post any changes to these Terms and Conditions on this page so that you are always aware of the current Terms and Conditions. Your continued use of the Website means that you have accepted the updated version. If you do not wish to accept the new Terms and Conditions you should not continue to use the Website.

### **3. Availability of the Website**

Although we aim to offer you the best service possible, we make no promise that the services at the Website will meet your requirements. We cannot guarantee that the service will be fault free.

Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to minimize the periods during which access to the Website is restricted for these reasons.

### **4. Intellectual Property Rights**

For the purpose of this Terms and Conditions, "**Intellectual Property Rights**" shall mean any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, whether

registered or not, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You acknowledge and agree that the Website and the MIRA technology are a proprietary product of Real Imaging, protected under copyright laws and any international copyright treaties, patent law, trade-secrets law and other Intellectual Property Rights of general applicability. You further acknowledge and agree that between you and Real Imaging, all right, title, and interest in and regarding the Website and the Ruth technology, including associated Intellectual Property Rights, are and shall remain with Real Imaging.

Content (as defined below) used or displayed on the Website or available through the Website, is the property of Real Imaging or other third parties who own the Content, and is protected by certain local and international copyright, trademark, and other laws, unless in the public domain or otherwise made freely available by its owner.

You may use the Content and reproduce it in hard copy for your personal use and reference only. Except as provided above or expressly authorized in writing by Real Imaging or by the Content's providers, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Content of others, in whole or in part, by any means. You acknowledged that you are bound by additional terms and conditions of third-party's content or third-party's software, to the extent applicable.

The Website and the Content may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of the Real Imaging or other third parties. Any hard copies you make must retain all such proprietary notices. You may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

**"Content"** means any information, data files, text, music, audio files, photographs, videos, other modes of expression, or other materials or services provided or used by Real Imaging in the Website or or available through the Website.

## 5. Links

Real Imaging provides links to other Internet websites for informational purposes and for your convenience.

When you select a link to an external website, you are leaving the Website and are subject to the terms of use, privacy and security policies of the owners/sponsors of the external website. Real Imaging disclaims all liability with regard to your access of such external websites. Real Imaging does not control or guarantee the currency, accuracy, relevance, or completeness of information or content found, used or available through such external websites. Real Imaging is not responsible for any goods and services purchased via any external website accessed through the Website.

Real Imaging cannot authorize the use of copyrighted materials published on the external websites. You must request authorization from the owners of those websites.

Real Imaging is not responsible for transmissions you may receive from the external Websites.

## **6. Limitations**

You may not use the Website or Real Imaging' domain name for any of the following purposes:

- Disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, otherwise objectionable material;
- Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or codes of practice;
- Gaining unauthorized access to other computer systems;
- Interfering with any other person's use or enjoyment of the Website;
- Breaching any laws concerning the use of public telecommunications networks;
- Interfering or disrupting networks or websites connected to the Website; and
- Making, transmitting or storing electronic copies of the materials protected by copyright without the permission of the owner.

You will indemnify Real Imaging and its subsidiaries, affiliates, officers, managers, members, agents, co-branders, partners, licensors, and employees harmless from and against any and all losses, liabilities, assessments, damages, costs and expenses suffered or incurred by each of them, including reasonable attorneys' fees, resulting from or arising out of or relating to or in connection with:

- Your breach of any of the terms of these Terms and Conditions.
- Any claim by any third party that the use of the Website by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation, agreement or code of practice;
- Any claim by any third party that the use of the Website by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
- Any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of the Website by you.

## **7. Real Imaging Liability**

The Website is provided by us without any warranties or guarantees. You must bear the risks associated with the use of the Internet.

The Website is not intended to provide specific medical advice to you. The Content provided in the Website is by a general nature, and you should consult with a qualified physician for diagnosis and for answers to your personal medical questions.

The Website provides content from other Internet sites or resources and while we try to ensure that the material included on the Website is correct, reputable and of high quality, we disclaim any responsibility of any kind if this is not the case.

We are not responsible for the content of any third party, or any changes or updates to third party content, and you explicitly agree that you are exposed to content from various sources. The inclusion or the usage of the Content in the Website does not imply an endorsement by Real Imaging of the third party's content.

We will not be responsible for any errors or omissions or for results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the Content on the Website we will attempt to correct the inaccuracies as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- Incompatibility of the Website with any of your equipment, software or telecommunications links;
- Technical problems including errors or interruptions of the Website;
- Unsuitability, unreliability or inaccuracy of the Website; and
- Inadequacy of the Website to meet your requirements.

You agree that we will not be liable to you/or any third party for any indirect, incidental, consequential, special or exemplary loss or damage (including but not limited to loss of revenue, loss of profits, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.

## **8. Advertising and Sponsorship**

Part of the Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with relevant laws and codes. We will not be responsible for any error or inaccuracy in advertising and sponsorship.

## **9. Governing Law**

These Terms shall be construed and governed in accordance with the laws of the State of Israel, without giving effect to any principles of conflicts of laws thereof, and the eligible courts of Tel - Aviv shall have exclusive jurisdiction over all disputes between the parties.

## **10. Miscellaneous**

You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.

If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our control.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

All rights not expressly granted herein are reserved by Real Imaging.

**You acknowledge that you have read and understands these Terms and Conditions and agrees to be bound by the terms and conditions provided herein.**