



RISCO Cloud and Connectivity Services Terms and Conditions

BY CLICKING THE "I ACCEPT" OR SIMILAR BUTTON OR CHECK BOX PRESENTED TO YOU AS PART OF THE SIGN-UP PROCESS, OR OTHERWISE ACCEPTING THESE RISCO CLOUD AND CONNECTIVITY SERVICES TERMS AND CONDITIONS (THESE "**TERMS**"), BY PLACING AN ORDER FOR THE SERVICES, OR WHEN YOU FIRST INSTALL OR OTHERWISE USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS YOU SHOULD CEASE INSTALLING OR ACCESSING OR USING THE SERVICES.

These Terms is a legal binding agreement between you and RISCO Ltd., an Israeli corporation with registered offices at 14 HaChoma St., Rishon LeZion, Israel, and/or any of its subsidiaries, including, without limitation, UK Corporation, RISCO GROUP UK Limited, and affiliates (collectively, "**RISCO**", "**us**," "**we**," or "**our**"), and shall govern your purchase and use of RISCO Services, including any aspect of resale (if applicable) and/or installation of such Services to End-User, for the sole purpose of enabling and allowing your End-Users to access and use the Services set forth in the applicable Order during the Term, all in accordance with the terms and conditions hereof.

The term "**you**" and "**your**" as used in these Terms, means in the case of an individual accepting these Terms on his or her own behalf - such individual, or in the case of an individual accepting these Terms on behalf of a company or other legal entity - the company or other entity (including its employees) for which such individual is accepting these Terms, which such individual or entity has been sign-up to the RISCO Cloud. RISCO and you, each, a "**Party**", and collectively, the "**Parties**". YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SERVICES AND TO ENTER INTO THESE TERMS.

These Terms include the Connectivity Services Terms and Conditions, attached hereto as **Schedule 1**, of which is attached hereto and incorporated herein and made an integral part of These Terms, which shall apply on purchase and use of SIM cards and Connectivity Services. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules, and our Privacy Policy available at: https://www.riscogroup.com/sites/default/files/RiscoPrivacyPolicy_he.pdf ("**Privacy Policy**") and our Cookies Policy, available at: https://www.riscogroup.com/sites/default/files/RiscoCookiesPolicy_en.pdf ("**Cookies Policy**") are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

1. DEFINITIONS

- 1.1. "**Connectivity Services**" - means the connectivity services to be provided by RISCO, through a Third Party Provider who contracted by RISCO to provide Connectivity Services to End-Users ("**Connectivity Services Provider**"), to enable the transmission of voice, SMS and data, between End-User's devices and RISCO Cloud.
- 1.2. "**End-User**" - means a third party person or entity, who are authorized to access and use the Services solely for the permitted use of the Services, all subject to and in accordance with the terms and conditions set forth in these Terms, and in the End-User Terms of Service.
- 1.3. "**End-User Terms of Service**" means, the End-User Terms of Service's agreement between you and the End-User that governs the use of the Services by the End User, in the format attached hereto as **Schedule 2**.
- 1.4. "**Effective Date**" - means the date of your accepting these Terms: when you click "I accept" or similar button or check box presented to you as part of the sign-up process or when you first install or use the Service, whichever is earlier.
- 1.5. "**Fees**" - as such term defined in Section 4 below.
- 1.6. "**Order**" - means the order you submit to us, through the installers area in the RISCO Cloud ("**User Area**"), for the purchase or renew of the Services packages offers offered therein. The date on which a Site is connected to the RISCO Cloud and you registered as a reseller, shall be considered as the Effective Date of the Order. The Term of the Service(s) will commence as of the Effective Date.
- 1.7. "**RISCO Cloud**" - means the online, web-based hosted software-as-a-service applications and solutions, made available by RISCO to use through a network connection, under the name RISCO Cloud (or such other name(s) as may be designated by RISCO from time to time), including: (i) RISCO's user account websites that may be accessed at: www.riscocloud.com, www.freecontrolweb.com and <http://www.riscocloud.com/Express> (each, a "**Site**" and collectively, the "**Sites**"), which Sites can be accessed through any computer or mobile device; (ii) software applications known as the iRISCO App, FreeControl App, Free4Control App, MyELAS App and/or our customer-branded apps (collectively, the "**Apps**"), that may be downloaded to user's mobile device (e.g., smartphone or tablet), as well as from user's computer, to access RISCO Cloud; (iii) the services accessible through the Sites and Apps, all for use in conjunction with RISCO's products and in other ways that RISCO provides; and (iv) any software-related updates (which may be automatically installed), as well as any third party's cloud-based applications that are embedded as an integral component in the RISCO Cloud and interoperate with the RISCO Cloud.
- 1.8. "**Services**" or "**RISCO Services**" - means the Cloud Services and/or the Connectivity Services, that you have ordered.
- 1.9. "**SIM Card**" - shall mean the card to which a unique number is ascribed which, when used with compatible device, enables access to, and use of, the Connectivity Services on wireless network.

- 1.10. **“Term”** - the duration of the relevant Order as set forth in the Order, commence on the Effective Date and until the Order or Services are terminated as specified in these Terms.
- 1.11. **“Third Party Provider”** - third party licensor or provider who contracted by RISCO to provide certain Services.
- 1.12. All capitalized terms used in these Terms or in a Schedule, but not defined in these Terms, shall have the meanings attributed in the relevant Schedule. If a term is relevant only to a specific Schedule, that term applies only to that Schedule. Words used in the singular include the plural (and vice versa), the words "include" and "including" are illustrative and don't limit the words that follow them.

2. USE OF SERVICES

- 2.1. **Right to Use.** Subject to and conditioned on your payment of the applicable Fees to RISCO, and your compliance with all other terms and conditions of these Terms: we hereby grant you, a limited, non-exclusive, non-transferable, non-assignable, revocable (under the terms of these Terms) right, solely during the Term, to use (including to resell and install) the Services included in the Order, for the sole purpose of allowing and enabling your End-Users, on a personal, non-exclusive, non-transferable, limited right (without the right to sublicense) basis, to access and use the Services solely in accordance with these Terms and the End-User Terms of Service. You control access by End Users, and you are responsible for their use of the Services in accordance with These Terms, and you will ensure End Users comply with these Terms.
- 2.2. **Account.** In order to access and use the Services, you shall create a valid account in the RISCO Cloud (**“Account”**). Upon finalizing the Account registration process, you will obtain a username and password to access the Service, and be able to use the Service features. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services. You must promptly notify us about any possible misuse of your Account or authentication credentials or any security incident related to the Services. The individual who creates an Account is the **“Owner”** of that Account and is the Owner of the RISCO Services associated with that Account. Individuals who are authorized by the Owner to access an Owner’s Service are **“Authorized Users”**. Authorized Users may have the ability to use the Services and to view information and content related to the Owner’s Services. Authorized Users are responsible for their own actions in connection with the Service, but Owner also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Owner’s Service and Account.
- 2.3. **Acceptable Use.** You may use the Services only in accordance with these Terms, subject to the following restrictions. Except as expressly permitted by these Terms and/or any applicable Schedule, and except to the extent you are so permitted to for the purposes of resale or install the Services to End-Users in accordance with these Terms, you will not (and shall not authorize nor permit any End-User or other third party, to), directly or indirectly: (a) market, sell, license, lease, provide or make available to a third party, or otherwise distribute, host or otherwise exploit, directly or indirectly, any Services; (b) copy, modify, alter, duplicate, decompile, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services (or any component thereof) or any software, documentation or data related to the Services (or any portion thereof); except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (c) frame or mirror any content forming part of the Services; or (d) access and use the Services in order to (i) build a competitive product or services, or (ii) copy any ideas, features, functions or graphics of the Services; (e) modify, translate, create derivative works based on the Services (except to the extent expressly permitted by RISCO or authorized within the Services); (f) misuse the Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (**“Malicious Code”**); (g) attempt to gain unauthorized access to the Services or any server, computer or database connected to the Services or attack the Services via a denial-of-services attack or a distributed denial-of services attack; (h) use the Services to store or transmit, infringing or otherwise unlawful, or to store or transmit material in violation of third-party privacy rights; and/or (i) remove, obscure or alter in any manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices or designations of RISCO, contained or displayed in or on the Services.

3. YOUR RESPONSIBILITIES

- 3.1. You acknowledge and agree that you are solely responsible: (a) to provide End-Users with prompt, courteous, and efficient services, and shall deal with them honestly, fairly and appropriately in order to maintain high-quality services and to reflect favorably on RISCO’s reputation; (b) not to make any representations or warranties on behalf of RISCO or in any way bind or attempt to bind RISCO contractually or otherwise with any End-User(s); (c) to obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Services (including, without limitation, hardware, communication devices, operating system, software, Internet connection, network and the like), necessary to enable End-User to access and/or use any Services provided hereunder; (d) to comply with all applicable laws relevant to the use of the Services, including without limitation all applicable laws, rules and regulations applicable to the protection of personal data or in any other way related to privacy rights, video recording, eavesdropping, surveillance, and obligations of alarm users; (e) for the End-User’s use of the Services in accordance with these Terms and to ensure that all End-Users are aware and comply with these Terms. You agree to be jointly and severally liable for any actions of such End-Users related to their use of the Services. You shall provide RISCO notice of any violation of any End-User Agreement that may adversely affect RISCO or any Third Party Provider, or any of their respective rights hereunder, promptly after becoming aware of the same; (f) upon termination of any End-User Agreement, ensure the End-User has ceased use of all Services; and (g) provide RISCO written notice of any claim, damages, or cause of action brought against you or RISCO by any End-User.

4. FEES AND PAYMENT TERMS

- 4.1. **Fees.** The fees of the Services are those specified on the Order (**“Fees”**). You are responsible for the payment of the Fee(s) set out on the Order, in the currency specified on the Order. RISCO reserves the right to change the Fees at any time without notification. Changes in Fees shall be effective immediately and will apply for you as of your next purchase or renewal. Our obligation to provide the Service(s) depends on your payment of the Fees. It is your responsibility to ensure that we receive timely payment of the Fees.

Your account and your End-User's account(s) will not be activated or renewed until all outstanding Fees are paid to RISCO. Certain Service(s) may be available to you for free. Such Service(s) may only be used by you during your current Term. Upon Termination of your Agreement such Service(s) will also be terminated.

- 4.2. Recurring Charges. In addition to the Fees, RISCO shall charge you from time to time for any one-time or non-recurring charges and unless specified otherwise in the Order or in the applicable Schedule, on a monthly basis for monthly recurring charges. With respect to any Connectivity Services provided, you acknowledge that from time to time, roaming charges may be unintentionally incurred, due for example, to proximity to a third party telecommunications network, even if the End-User has not signed up for roaming in the specific jurisdiction in which roaming occurred or with the specific network operator providing roaming services.
- 4.3. Payment Terms and Method. Payment shall be due according to the payment method(s), payment term(s), currency and other terms of payment specified on the Order. In the course of the order process, in case of payment by a card or through a payment gateway system/interface/services provided for card transactions, you will be asked to provide your card information, which will be verified. By submitting an Order you authorize RISCO to verify your card (by provide authentication and authorization from issuers, card associations, and/or other third party clearinghouses) and charge it for the total amount of your Order. If the issuer of your payment method refuses to authorize the transaction to RISCO, we will not be liable for non-provisioning the Service(s). In certain cases, the issuer of your payment method may charge you a foreign transaction fee or other fees, which may be added to the final amount that appears on your bank statement or posted as a separate charge. RISCO has no control over such fees. You acknowledge and agree that your payment details shall be stored by our payment providers to process payment for any RISCO Service(s) you purchase or renew. You are responsible for keeping at least one active payment method on file. We reserve the right to make an alternative payment method primary if we determine that the current one is not active for any reason. You can manage your payment method(s) in the RISCO User Area. You confirm that any payment method you use and/or add on file is yours or that you have been specifically authorised by the owner of the card to use it for the purchase.
- 4.4. Payment Delay. In case of delay in payment of any Fees(s) due, for whatever reason, we may continue to attempt to collect payment from the payment method on file, suspend, and/or terminate your Services and pursue the collection costs incurred by RISCO, including without limitation, any court and legal fees and RISCO's reasonable attorneys' fees. We are not responsible for any deleted or lost End-User Data or your data that results from any suspension or termination of the Service(s).
- 4.5. Invoices. Invoices are due immediately upon receipt. RISCO reserves the right to suspend and/ or terminate the Services until payment is made. By accepting these Terms, you hereby authorize RISCO to send you invoices electronically at the email address specified in your User Area. If you would like to receive a paper invoice, please contact us through your User Area. Should the Services be suspended due to your fault for any reason, Fees will continue to accrue until the termination or expiry of the Term. you believe there is an error on your invoice, you must immediately contact us in writing. We each agree to work together in good faith to resolve any billing disputes. If you contact your credit card company and initiate a "chargeback" based on this dispute, we may suspend the Service(s) until the dispute is resolved. To reactivate your Service(s), you must first pay all outstanding Fees.
- 4.6. End-User Pricing and Responsibility for Billing and Collecting. All fees, rates or charges charged by you to End-Users for the Services shall be determined solely by you, and RISCO shall have no authority or responsibility to determine such fees or other amounts. You shall be solely responsible (and RISCO shall have no responsibility) for billing or collecting such fees or any other amounts from End-Users. In connection with such activities, you will act in all respects for your own account and will be responsible for such matters as credit verification, deposits, billing, collection, bad debts and any unauthorized use of the Services by or on behalf of End-Users.
- 4.7. Taxes. All Fees listed on our website are net of applicable taxes, unless explicitly stated otherwise. You are responsible for all taxes levied on the Services.

5. MODIFICATION, SUSPENSION OR TERMINATION OF SERVICES

- 5.1. If you no longer need a Service you have purchased or are unsatisfied with its performance, you can cancel it at any time. We recommend that cancellation requests are posted through your User Area.
- 5.2. You agree that RISCO (or any of its suppliers or third party licensor, lessor or Third Party Providers), in its sole discretion, may at any time, modify, change, suspend, or discontinue the Services or any part thereof with or without notice, for any reason, including without limitation, for security reasons, system failure, maintenance and repair, unavailability of service of a third party supplier. You agree that we will not be liable to you or to any End-User or other third party for any modification, suspension, or discontinuance of the Services or any part thereof. We will not be liable if our Service is unavailable at any time or for any period. You agree that you or any End-User or other third party will not be entitled to any refund or rebate for such modification, suspension, or discontinuance. RISCO does not offer any specific uptime guarantee for the Services.
- 5.3. You further agree that at any time, RISCO (or any of its suppliers or third party licensor, lessor or Third Party Providers) may suspend or terminate your rights (and/or any of your End-User's or any other third party's rights) to access or use the Services or any part thereof; without incurring any resulting obligation or liability to RISCO, if: (a) any amount due to be paid by you to RISCO under these Terms is overdue; (b) RISCO receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires RISCO to do so; or (c) RISCO believes, in its reasonable discretion, that: (i) you or any End-User has failed to comply with, any term of these Terms, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these Terms; or (ii) you or any End-User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services. This Section 5.4 does not limit any of RISCO's other rights or remedies, whether at law or under these Terms. We have the right to disable your Account or your End-Users' accounts at any time.

- 5.4. RISCO will make commercial efforts to minimize the frequency and duration of such suspension (to the extent that such suspension is initiated by it), and where reasonably possible, to provide you with advance notice of such suspension. RISCO, in its reasonable discretion, may re-enable the affected provision Services upon its satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future. In addition, RISCO may modify or suspend the provision of any Services hereunder, if, in RISCO's reasonable discretion, such modification or suspension is necessary or advisable to (a) comply with any applicable law or regulation or a request of any governmental or law enforcement authority, (b) preserve the security of the relevant Services, (c) avoid or mitigate an imminent risk of harm or any other situation that may compromise the ability of RISCO to deliver any Services, in accordance with the terms of these Terms, to any other users of RISCO, or (d) eliminate a hazardous condition, and RISCO shall provide you notice of any such modification or suspension when, and to the extent, reasonably practicable.
- 5.5. Nothing herein shall derogate from RISCO's right to temporarily suspend the Services for any breach or suspected breach of you or an End-User, by providing 14 days written notice to you.
- 5.6. You shall be required to continue paying all Fees and other amount becoming due during any suspension period as aforementioned.
- 5.7. Effect of Termination or Cancellation of the Services
 - 5.7.1. In any event of termination or cancelation of ordered Services prior to the end of the Term, you shall remain liable to pay to RISCO all Fees and other amounts due and payable, which accrued on or prior to the effective date of such termination or cancellation, and remaining unpaid, and any interest thereof (if applicable),
 - 5.7.2. Without derogating from the aforesaid, if you cancel the Service(s) in accordance to the provisions of Section 5.1 above, the following shall apply: (i) if you pay the Fees to RISCO in advance on a monthly basis (or any other periodic basis as shall be agreed by RISCO), then RISCO will cease charge you from the month following the month during which the Service(s) are cancelled (provided that you will not get any prorated or partial refunds for the month of which you notify you cancel the Services); OR (ii) if you paid to RISCO all the Fees for the entire year in one full payment in advance of use, then RISCO shall refund or credit you for the amounts equivalent to the fees for the remaining period during which you will not be using the Services (i.e., the refund/credit amount shall cover the number of months remain from the month after the Service(s) is cancelled until the end of the original Term). To the maximum extent applicable under applicable law, these remedy are your sole and exclusive remedy should you decide to cancel the Service(s). We will apply any refund request, using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. RISCO is not responsible for delays to refunds caused by processing institutions or expiration of the original payment method. With your prior consent we may process a refund as credit added to your Account to be used for future purchases and/or renewals of our Service(s). Refunds are processed within ten (10) business days after a Service is cancelled.
 - 5.7.3. By no later than the effective date of expiration or termination hereunder, you (and you ensure that all of your End-Users) shall cease using any and all Services provided under these Terms.
 - 5.7.4. Each and all of the rights and remedies of either party for any breach are cumulative to and not in lieu of each and every other such right and remedy.
 - 5.7.5. Notwithstanding expiration or termination of these Terms, the rights and obligations of the Parties set forth in these Terms which by their terms survive the termination of these Terms shall remain in full force and effect beyond the effective date of expiration or termination of these Terms, including Sections: 5.7, 4-9, and 11.

6. **PRIVACY AND DATA PROTECTION**

- 6.1. We process information about you and End-Users, in accordance with our Privacy Policy and our Cookies Policy. RISCO will maintain appropriate technical and organizational measures for protection of the security of any electronic data and information submitted by the End-User to the Services ("**End-User Data**"). To the extent that RISCO processes any personal data (as defined in RISCO's Privacy Policy) contained in End-User Data, within the scope of rendering the Services, the terms of our Privacy Policy shall apply, and the parties agree to comply with its terms. RISCO cares about the integrity and security of your personal information. However, RISCO cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1. RISCO retains ownership of all intellectual property rights related to the provisioning of the Service(s). RISCO grants to you a non-exclusive, non-transferable limited license to access and use the Service(s) during the Term. All trademarks, product names, services, software, content, photos, graphics, videos on our website or logos ("**RISCO's content**") used by RISCO are owned by or licensed to RISCO. You acknowledge and agree not to modify, copy, reproduce, download, transmit, distribute, sell, license, publish, broadcast, create derivative works from, or store RISCO's content for purposes other than using our Services, without our express prior written consent.
- 7.2. Unless otherwise set out in these Terms, you own all right, title and interest to the information you place on our servers pursuant to the Services. If you submit feedback to us concerning your idea and suggestions related to the Services, we shall have the right to use that information to improve our business processes. You have no right to any intellectual property that is based on an improvement to our business based on this feedback.

8. **WARRANTIES AND DISCLAIMERS**

- 8.1. Warranty. THE SERVICE, RISCO'S CONTENT AND ALL INFORMATION CONTAINED IN OR OFFERED THROUGH THEM ARE PROVIDED FOR YOUR CONVENIENCE, ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT

REPRESENTATIONS OR WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RISCO OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

- 8.2. No Life-Safety or Critical Uses of the Services. You acknowledge and agree that the Services, whether standing alone or when interfaced with third-party Services are not certified for emergency response. RISCO makes no warranty or representation that use of the Services with any third-party product or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM -- RISCO WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY. In addition, the RISCO End-User Care and Support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.
- 8.3. Reliability of Notifications. While we aim for the Services to be highly reliable and available, the Services are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond RISCO's control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that RISCO is not responsible for any damages allegedly caused by the failure or delay of the Services. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR RISCO PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. The information provided by RISCO on what to do in an emergency is based on authoritative safety sources, but there is no way for RISCO to provide specific information relating to a situation in your home or elsewhere. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.
- 8.4. Third Parties Products and Services. The Services rely on or interoperate with third party products and services, such as, for example, data storage, synchronization and communication through cloud service providers and mobile device notifications through mobile operating system vendors and mobile carriers. These third party products and services are beyond RISCO's control, but their operation may impact or be impacted by the use and reliability of the Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, (ii) these third party products and services may not operate in a reliable manner 100% of the time and they may impact the way that the Service operates, and (iii) RISCO is not responsible for damages and losses due to the operation of these third party products and services.
- 8.5. Transmission of Data and Availability of Services. You further acknowledge and agree that: (i) the Product may transmit data to you through use of one or more forms of communication equipment or services, including, without limitation, a telephone network, television cables, fiber optics or some form of wireless communications (e.g., cellular or another form of radio transmission); (ii) some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data; (iii) for data transmitted by a telephone network, there are various types of telephone line services; (iv) for data transmitted by a wireless communications service or equipment, such services and equipment are problematic by their nature and can be affected or delayed by interference, atmospheric conditions, static, transmission system operation, etc; and (v) the Product's ability to transmit or receive data and the availability of the Service will be dependent upon: (a) the electric company, your computer, mobile device, home wiring, home Wi-Fi network, Bluetooth connection, and other related equipment, (b) your Internet and Internet service provider, and (c) your mobile device carrier. Accordingly, you understand, acknowledge and agree that the Product is not infallible and the transmission and receipt of data from the Product, including, but not limited to, video data if available for the Product, regardless of the type of transmission used, may be interrupted, circumvented, or otherwise compromised, and, because ensuring proper transmission is outside of RISCO's control, you are solely responsible for ensuring proper transmission.
- 8.6. Disclaimer. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, RISCO, ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS AND SUPPLIERS ("**RISCO PARTIES**") DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, A RISCO PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES, OR THE USE THEREOF, WILL MEET YOUR REQUIREMENTS; WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; OR WILL BE AVAILABLE, SECURE, FREE OF DEFECTS, ERRORS OR MALICIOUS CODE, OR UNINTERRUPTED. RISCO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICES (INCLUDING, BUT NOT LIMITED TO, THIRD PARTY PRODUCTS AND SERVICES CONNECTED TO RISCO CLOUD), AND RISCO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH SERVICES.
- 8.7. Some jurisdictions do not allow the exclusion of certain warranties, disclaimers and exclusions under these Terms, so those provisions of these Terms may not apply to you.

9. LIMITATION OF LIABILITY

- 9.1. General Limitation. TO THE EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT SHALL A RISCO PARTY BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LOSS ARISING OUT OF MISTAKE, OMISSION, INTERRUPTION, OR DEFECT IN THE SERVICES OR

PRODUCTS, CAUSED BY YOU OR ANY END-USER OR OTHER THIRD PARTIES, OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF THIRD PARTY SUPPLIERS, OR OTHER CAUSES BEYOND THE CONTROL OF RISCO.

- 9.2. Incidental Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A RISCO PARTY BE LIABLE TO ANY PERSON, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR LOSS OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND/OR INCURRED IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA, LOSS OF USE, OR INABILITY TO USE THE SERVICE OR THE PRODUCTS OR THE CONTENT THEREOF, LACK OF AVAILABILITY (INCLUDING BUT NOT LIMITED TO LACK OF COMMUNICATION AND INTERNET), OR FROM TRANSMISSION INTERRUPTIONS, ANY INTERRUPTION OF SERVICE, MAINTENANCE, OR OTHERWISE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), SERVICE LIABILITY OR OTHERWISE, EVEN IF INFORMED OF SUCH DAMAGES, AND WHETHER OR NOT A RISCO PARTY HAS BEEN ADVISED OF, HAS FORESEEN, OR REASONABLY COULD HAVE FORESEEN SUCH DAMAGES. FURTHER, EXCEPT AS EXPRESSLY PROVIDED UNDER THESE TERMS, IN NO EVENT SHALL A RISCO PARTY BE LIABLE HEREUNDER FOR ANY SERVICES OF ANY THIRD PARTY PROVIDER THAT ARE PROCURED OR PROVIDED BY RISCO HEREUNDER OR USED BY OR ON BEHALF OF RISCO TO PROVIDE ANY SERVICES.
- 9.3. Monetary Cap. IN NO EVENT SHALL THE LIABILITY OF A RISCO PARTY UNDER THESE TERMS, EXCEED, IN THE AGGREGATE, THE TOTAL FEES ACTUALLY PAID BY YOU, WITH RESPECT TO THE SPECIFIC SERVICES GIVING RISE TO SUCH LIABILITY, DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN THE EVENT THAT SUCH LIMITATION OF LIABILITY IS NOT ENFORCEABLE PURSUANT TO APPLICABLE LAW, RISCO SHALL BE ENTITLED TO THE MAXIMUM LIMITATION OF LIABILITY SO ALLOWED.
- 9.4. Because some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages, some of the above limitations may not apply to you. In such jurisdictions, our liability is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed US\$10.00.
- 9.5. These Limitation of Liability provisions shall survive the termination or expiration of these Terms and/or your use of the Service.

10. LINKING TO THE WEBSITES AND LINKS PROVIDED IN THE WEBSITES

- 10.1. Linking to Our Websites. You may link to the Websites' home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our Service must not be framed on any other site, nor may you create a link to any part of our Service other than the home page without our prior written consent. We reserve the right to withdraw linking permission without notice.
- 10.2. Third Party Website Links included in Our Websites. The Sites may contain links to other web sites operated by third parties ("Third Party Sites") and referrals to third party vendors ("Referred Vendors"). Such Third Party Sites and Referred Vendors are not under our control. RISCO provides these links and referrals as a convenience only and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors. Your use of these Third Party Sites is at your own risk.

11. MISCELLANEOUS

- 11.1. Time limit for Claims. You may not, and hereby waives any right to, bring any claim against RISCO arising out of or in connection with these Terms more than two (2) years after (i) the cause of action has arisen, or (ii) such date upon which you became aware, or should have reasonably become aware of such claim, if later.
- 11.2. Force Majeure. RISCO shall not be liable for any delay or failure to perform any obligations hereunder if the delay or failure is due to events which are beyond the reasonable control of RISCO, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by governmental authority, inability or refusal by third party suppliers to provide RISCO underlying services necessary to the performance of RISCO or any other cause whatsoever beyond RISCO' reasonable control.
- 11.3. Governing Law and Jurisdiction. These Terms will be governed and interpreted in accordance with the laws of Israel, without regard to its rules governing conflicts of law, as applied to agreements made, entered into and performed entirely in Israel, notwithstanding your or our actual place of residence. The competent courts of Tel –Aviv – Jaffa district in Israel, shall have sole jurisdiction over any dispute arising in connection with these Terms, provided that either party shall have the right to seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located.
- 11.4. Entire Agreement; Order of Precedence. These Terms, and the information which is incorporated into these Terms by written references (including reference to information contained in a URL or reference policy), together with the Order and including all Schedules, constitutes the entire and complete agreement between the Parties for the Services ordered by you, and supersedes all prior and contemporaneous understanding, agreements, proposals or representations between the Parties, whether written or oral, concerning its subject matter. The terms of these Terms and the Order shall control and supersede the terms in any purchase order or any non-RISCO document. As such, no other preprinted, non-negotiated or other terms and conditions, endorsed on, delivered with or contained in your purchase orders or any non-RISCO document shall apply. These Terms cannot be amended except by mutual writing. In the event of any inconsistencies or conflict between these Terms and the Schedules, the order of precedence shall be as follows: (i) RISCO Order, (ii) these Terms, and (iii) the applicable Schedule.

- 11.5. Relationship of the Parties. These Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 11.6. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.
- 11.7. No Waiver. No modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.
- 11.8. Assignment. You may not (and shall not permit any other Person and/or End-User to) assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of RISCO. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. RISCO may transfer, assign, sub-contract or otherwise deal with our rights and/or obligations under these Terms without notifying you or obtaining your consent.

WE MAY FROM TIME TO TIME MODIFY THESE TERMS. ANY CHANGES WILL BECOME EFFECTIVE ON THE DATE PUBLISHED OR AS WE MAY NOTIFY YOU, BUT IN NO CASE LESS THAN 30 DAYS AFTER THE DATE WE PUBLISH NOTICE OF THOSE CHANGES OR MODIFICATIONS (EXCEPT FOR NEW FEATURES OR FUNCTIONALITY, WHICH MAY TAKE EFFECT IMMEDIATELY). YOUR CONTINUED USE OF THE SERVICES AFTER THE EFFECTIVE DATE OF ANY CHANGE WILL BE DEEMED ACCEPTANCE OF THE MODIFIED TERMS.

Terms last updated: December 12, 2021



Schedule 1

CONNECTIVITY SERVICES TERMS AND CONDITIONS

This Connectivity Services Terms and Conditions Schedule (this "**Schedule 1**") is a Schedule to the RISCO Cloud and Connectivity Services Terms and Conditions (the "**T&C's**"), to which this Schedule 1 is attached. The terms of this Schedule 1 (these "**Terms**") shall apply to any and all SIM cards and Connectivity Services provided by RISCO to you pursuant to the Order and the T&C's (the "**Customer**"). Capitalized terms used but not defined in this Schedule 1, shall have the meanings set out in the Agreement.

1. Term: Limitations of Connectivity Service

- 1.1. The Connectivity Services shall be provided under the Order until terminated pursuant to the provisions of the T&C's. This Schedule 1 shall commence on the Order start date for Connectivity Services as set forth in the Order, and shall continue until terminated pursuant to the provisions of the T&C's.
- 1.2. The Connectivity Services and any SIM Cards provided hereunder may be dependent upon the ultimate Customer of the Connectivity Services having suitable infrastructure available and on upon the use of an appropriate device for the utilization of the Connectivity Services, and in the absence of such, some or all of the Connectivity Services may be unavailable or may not function correctly.
- 1.3. Notwithstanding anything to the contrary herein, RISCO does not guarantee that unauthorized interception of any network through which the Connectivity Services are made available (a "**Network**"), the Connectivity Services, or any data and/or traffic transmitted through the Connectivity Services cannot occur, and neither RISCO nor the Connectivity Services Provider will be liable for any breach of security.
- 1.4. Customer acknowledges that the Connectivity Services are only available in such area as may be covered by Connectivity Services Providers (and/or any relevant carriers) from time to time (the "**Coverage Area**"). Customer acknowledges that the Connectivity Services in any specific part of the Coverage Area depend, *inter alia*, on third party agreements between the Connectivity Services Providers (and/or any relevant carriers) and roaming partners and that the Coverage Area or the identity of any roaming partner is liable to change at any time. In light of such, notwithstanding any representation by RISCO, in writing or otherwise with respect to the availability of the Connectivity Services in a specific area, Customer acknowledges that the Coverage Area may change without notice and that such representation shall in no event be deemed to constitute any warranty, guarantee, condition or undertaking whatsoever in relation to the coverage, availability and/or quality of the Connectivity Services in a specific territory or area.
- 1.5. Customer hereby acknowledges that the accessibility of the Network, the Coverage Area and the quality and availability of the Connectivity Services may be affected by factors outside of the control of RISCO (and/or of the Connectivity Services Providers and/or any relevant carriers and/or of any roaming partners) such as (but not limited to) emergency or planned maintenance, physical obstructions, atmospheric conditions and other causes of radio interference and by faults in other telecommunications networks to which the Network is connected, and failure of third party providers and/or roaming partners upon whom RISCO is dependent for provision of the Connectivity Services. In connection with any such adverse effect on the Coverage Area and the quality and availability of the Connectivity Services, RISCO cannot provide any undertaking that any particular traffic or data can be sent, conveyed or received in the intended manner, or at all, and RISCO and/or the Connectivity Services Providers shall incur no liability to the Customer whatsoever.

2. Customer Obligations

- 2.1. The Customer shall at all times comply with all applicable laws and regulations with respect to its activities hereunder and its use of the SIM Cards or the Connectivity Services.

- 2.2. The Customer shall not: (i) use the Connectivity Services for any improper, immoral or unlawful purposes; (ii) act in such a way that the operation of the Connectivity Services, or the operation of the Network may be jeopardized; (iii) be involved in any fraudulent or other unauthorized use of the Network or any Connectivity Services, and shall notify RISCO in writing as soon as practically possible upon the Customer becoming aware of, or suspecting, any such activity; and (iv) raise or lodge any claims arising out of this Schedule 1 directly against the Connectivity Services Provider insofar as the provision of the services are concerned.
- 2.3. The Connectivity Services are not intended for use, and Customer may not use them or allow their use, in connection with any activity that requires fail-safe systems or in which a malfunction or error may result in loss of life, bodily injury, environmental hazards or damage to property, including the operation of nuclear facilities, aircraft navigation or aircraft communication systems, air traffic control, life support or weapon systems.
- 2.4. Customer hereby agrees that any use of Switch feature (or similar services allowing for on demand roaming network changes on a country level), will be made only following testing and confirmation by Customer that such services are compliant with all relevant device side applications, and that such will not cause any damage to the Customer or the device side applications thereof. All such services are provided "as is" with no guarantee, and Customer acknowledges that at any given time the Switch service (and similar services) may not be available in any given country or countries, and that lack of such availability shall not be deemed a breach of this Schedule 1. RISCO shall not liable for any damages related to any failure of the Switch (or similar) services or Customer's ability to effect roaming network changes.
3. **Warranty for SIM Cards.** If at any time until the expiration of one year after delivery of the SIM cards to you, the SIM cards are found to be defective, such defective SIMs cards will be promptly replaced by RISCO free of charge to you, at RISCO's cost and expense, provided that you follow RISCO's RMA process as may be in place from time to time. RISCO's sole liability shall be to replace the defective SIM Card with SIM Cards held by it in stock. RISCO will only deliver any replacement SIM Cards to the original shipping address. RISCO shall have no responsibility with respect to the delivery of the SIM Card to the location of the actual device, or the installation of the SIM Card in such device. RISCO shall have no responsibility under this warranty for any malfunctions caused by misuse, mishandling, and storage in non-optimal conditions, accident, fire, and contact with liquid or other external cause. The above warranty is provided only to you and RISCO will accept responsibility with respect to the warranty only toward you (not toward End-User).
4. **Use of Services and Export Control.** Customer shall not and shall not permit End-User or any third party to be involved in or attempt to supply or use the Connectivity Services, its constituent parts or any related technology and information in any way which is prohibited by any applicable export control and economic sanction regulations, including those of the US, the UK and the EU, including but not limited to the indirect and/or direct export, resale or other transfer of the Connectivity Services to a destination subject to American, UK or EU or other applicable embargo where that act would be in breach of the terms of that embargo, or to an entity, person or organization listed on any applicable sanctioned party list, including those of the U.S.A, the UK or the EU. Customer represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list.

Schedule 2

END-USER TERMS AND CONDITIONS OF SERVICE

For RISCO Cloud and Connectivity Services

This document is a legally binding contract between you and [redacted] [insert the name of the installer] (“us”, “we”), that sets forth the terms and conditions under which you may use the Service (as defined below).

IMPORTANT: PLEASE READ THESE END-USER TERMS AND CONDITIONS OF SERVICE (THESE “**TERMS**”), CAREFULLY BEFORE ACCESSING AND/OR OTHERWISE USING THE SERVICES (AS DEFINED BELOW). BY CLICKING THE “I ACCEPT” OR SIMILAR BUTTON OR CHECK BOX PRESENTED TO YOU AS PART OF THE SIGN-UP PROCESS, OR OTHERWISE ACCEPTING THESE TERMS, OR WHEN YOU FIRST INSTALL OR OTHERWISE ACCESS OR USE THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS YOU SHOULD CEASE ACCESSING OR OTHERWISE USING THE SERVICES.

These Terms include the Connectivity Services Terms and Conditions, attached hereto as **Schedule 1**, of which is attached hereto and incorporated herein and made an integral part of These Terms, which shall apply on use of SIM cards and Connectivity Services. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules, and RISCO’s Privacy Policy available at: https://www.riscogroup.com/sites/default/files/RiscoPrivacyPolicy_he.pdf (“**Privacy Policy**”) and RISCO’s Cookies Policy, available at: https://www.riscogroup.com/sites/default/files/RiscoCookiesPolicy_en.pdf (“**Cookies Policy**”) are incorporated by reference into these Terms and you are agreeing to accept and abide by them by using the Services.

1. DEFINITIONS

- 1.1. “**Connectivity Services**” - means the connectivity services made available by RISCO through a Third Party Provider who contracted by RISCO to provide Connectivity Services to you (“**Connectivity Services Provider**”), to enable the transmission of voice, SMS and data, between your device and RISCO Cloud.
- 1.2. “**RISCO Cloud**” - means the online, web-based hosted software-as-a-service applications and solutions, made available by RISCO to use through a network connection, under the name RISCO Cloud (or such other name(s) as may be designated by RISCO from time to time), including: (i) RISCO’s user account websites that may be accessed at: www.riscocloud.com, www.freecontrolweb.com and <http://www.riscocloud.com/Express> (each, a “**Site**” and collectively, the “**Sites**”), which Sites can be accessed through any computer or mobile device; (ii) software applications known as the iRISCO App, FreeControl App, Free4Control App, MyELAS App and/or RISCO’s customer-branded apps (collectively, the “**Apps**”), that may be downloaded to user’s mobile device (e.g., smartphone or tablet), as well as from user’s computer, to access RISCO Cloud; (iii) the services accessible through the Sites and Apps, all for use in conjunction with RISCO’s products and in other ways that RISCO provides; and (iv) any software-related updates (which may be automatically installed), as well as any third party’s cloud-based applications that are embedded as an integral component in the RISCO Cloud and interoperate with the RISCO Cloud.
- 1.3. “**Services**” or “**RISCO Services**” - means the Cloud Services and/or the Connectivity Services, provided or made available to you by RISCO Ltd., or any of its subsidiaries and affiliates (collectively, “**RISCO**”).
- 1.4. “**SIM Card**” - shall mean the card to which a unique number is ascribed which, when used with compatible device, enables access to, and use of, the Connectivity Services on wireless network.
- 1.5. “**Third Party Provider**” - third party licensor or provider who contracted by RISCO to provide certain Services.
- 1.6. “**you**” and “**your**” refer to the individual or entity that has agreed to use the Service in accordance with these Terms.
- 1.7. All capitalized terms used in these Terms or in a Schedule, but not defined in these Terms, shall have the meanings attributed in the relevant Schedule. If a term is relevant only to a specific Schedule, that term applies only to that Schedule. Words used in the singular include the plural (and vice versa). the words “include” and “including” are illustrative and don’t limit the words that follow them.

2. USE OF SERVICES

- 2.1. **Right to Use.** Subject to and conditioned on your payment of the applicable Fees (as defined below) to us, and your compliance with all other terms and conditions of these Terms, RISCO grants you a limited, non-exclusive, non-transferable, non-assignable, without the right to sublicense, revocable right, solely during the Term, on a personal basis, to access and make personal, non-commercial use of the Service, solely in accordance with these Terms, subject to the following restrictions. Except as expressly permitted by these Terms and/or any applicable Schedule, you will not (and shall not authorize nor permit any other third party, to), directly or indirectly: (a) market, sell, resell, license, lease, commercial use, provide or make available to a third party, or otherwise distribute, host or otherwise exploit, directly or indirectly, any Services; (b) copy, modify, alter, duplicate, decompile, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services (or any component thereof) or any software, documentation or data related to the Services (or any portion thereof); except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (c) frame or mirror any content forming part of the Services; or (d) access and use the Services in order to (i) build a competitive product or services, or (ii) copy any ideas, features, functions or graphics of the Services; (e) modify, translate, create derivative works based on the Services (except to the extent expressly permitted by RISCO or authorized within the Services); (f) misuse the Services by knowingly introducing viruses, trojans, worms, logic bombs or other material



which is malicious or technologically harmful (“**Malicious Code**”); (g) attempt to gain unauthorized access to the Services or any server, computer or database connected to the Services or attack the Services via a denial-of-services attack or a distributed denial-of services attack; (h) use the Services to store or transmit, infringing or otherwise unlawful, or to store or transmit material in violation of third-party privacy rights; (i) remove, obscure or alter in any manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices or designations of RISCO, contained or displayed in or on the Services; and/or (j) assign these Terms or give or transfer the Service or an interest in them to another individual or entity. Any unauthorized use or use in excess of one's authorized use terminates the limited right granted by RISCO. In addition, RISCO may revoke your limited license at any time at its sole and absolute discretion. If you violate any of these Terms, your permission to use the Service automatically terminates.

- 2.2. **End-User Account.** In order to access and use the Services, you shall create a valid account in the RISCO Cloud (“**Account**”). Upon finalizing the Account registration process, you will obtain a username and password to access the Service, and be able to use the Service features. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services. You may have the ability to use the Service and to view information and content related to the Service. You are responsible for your own actions in connection with the Service and your Account.

3. **MODIFICATION, SUSPENSION OR TERMINATION OF SERVICES**

- 3.1. If you no longer need a Service you have purchased or are unsatisfied with its performance, you can cancel it at any time by providing writing notice to us.
- 3.2. You agree that RISCO (or any of its suppliers or third party licensor, lessor or Third Party Providers), in its sole discretion, may at any time, modify, change, suspend, or discontinue the Services or any part thereof with or without notice, for any reason, including without limitation, for security reasons, system failure, maintenance and repair, unavailability of service of a third party supplier. You agree that RISCO will not be liable to you or to any other third party for any modification, suspension, or discontinuance of the Services or any part thereof. RISCO will not be liable if the Service is unavailable at any time or for any period. You agree that you or any other third party will not be entitled to any refund or rebate for such modification, suspension, or discontinuance. RISCO does not offer any specific uptime guarantee for the Services.
- 3.3. You further agree that at any time, RISCO (or any of its suppliers or third party licensor, lessor or Third Party Providers) may suspend or terminate your rights (and/or any of your End-User's or any other third party's rights) to access or use the Services or any part thereof; without incurring any resulting obligation or liability to RISCO, if: (a) any amount due to be paid by you to us under these Terms is overdue; (b) RISCO receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires RISCO to do so; or (c) RISCO believes, in its reasonable discretion, that: (i) you have failed to comply with, any term of these Terms, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these Terms; or (ii) you have been, or likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services. This Section 5.4 does not limit any of ours or RISCO's other rights or remedies, whether at law or under these Terms. We and/or RISCO have the right to disable your Account at any time.
- 3.4. RISCO will make commercial efforts to minimize the frequency and duration of such suspension (to the extent that such suspension is initiated by it), and where reasonably possible, to provide you with advance notice of such suspension. RISCO, in its reasonable discretion, may re-enable the affected provision Services upon its satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future. In addition, RISCO may modify or suspend the provision of any Services hereunder, if, in RISCO's reasonable discretion, such modification or suspension is necessary or advisable to (a) comply with any applicable law or regulation or a request of any governmental or law enforcement authority, (b) preserve the security of the relevant Services, (c) avoid or mitigate an imminent risk of harm or any other situation that may compromise the ability of RISCO to deliver any Services, in accordance with the terms of these Terms, to any other users of RISCO, or (d) eliminate a hazardous condition, and RISCO shall provide you notice of any such modification or suspension when, and to the extent, reasonably practicable.
- 3.5. You shall be required to continue paying all Fees and other amount becoming due during any suspension period as aforementioned.
- 3.6. **Effect of Termination or Cancellation of the Services**
 - 3.6.1. In any event of termination or cancelation of ordered Services prior to the end of the Term, you shall remain liable to pay to us all Fees and other amounts due and payable, which accrued on or prior to the effective date of such termination or cancellation, and remaining unpaid, and any interest thereof (if applicable),
 - 3.6.2. Without derogating from the aforesaid, if you cancel the Service(s) in accordance to the provisions of Section 5.1 above, the following shall apply: (i) if you pay to us the Fees in advance on a monthly basis (or any other periodic basis as shall be agreed by us), then we will cease charge you from the month following the month during which the Service(s) are cancelled (provided that you will not get any prorate or partial refunds for the month of which you notify you cancel the Services); OR (ii) if you paid to us all the Fees for the entire year in one full payment in advance of use, then we shall refund or credit you for the amounts equivalent to the fees for the remaining period during which you will not be using the Services (i.e., the refund/credit amount shall cover the number of months remain from the month after the Service(s)



is cancelled until the end of the original Term). To the maximum extent applicable under applicable law, these remedy are your sole and exclusive remedy should you decide to cancel the Service(s). We will apply any refund request, using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. We are not responsible for delays to refunds caused by processing institutions or expiration of the original payment method. With your prior consent we may process a refund as credit added to your Account to be used for future purchases and/or renewals of our Service(s). Refunds are processed within ten (10) business days after a Service is cancelled.

3.6.3. By no later than the effective date of expiration or termination hereunder, you shall cease using any and all Services provided under these Terms.

3.6.4. Each and all of the rights and remedies of either party for any breach are cumulative to and not in lieu of each and every other such right and remedy.

3.7. Notwithstanding expiration or termination of these Terms, the rights and obligations of the Parties set forth in these Terms which by their terms survive the termination of these Terms shall remain in full force and effect beyond the effective date of expiration or termination of these Terms, including Sections: 3.7, 4-911.

4. PRIVACY AND DATA PROTECTION

4.1. RISCO processes information about you, in accordance with its Privacy Policy and Cookies Policy. RISCO will maintain appropriate technical and organizational measures for protection of the security of any electronic data and information submitted by you to the Services (“**End-User Data**”). To the extent that RISCO processes any personal data (as defined in RISCO’s Privacy Policy) contained in End-User Data, within the scope of rendering the Services, the terms of its Privacy Policy shall apply, and the parties agree to comply with its terms. RISCO cares about the integrity and security of your personal information. However, RISCO cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. RISCO retains ownership of all intellectual property rights related to the provisioning of the Service(s). RISCO grants to you a non-exclusive, non-transferable limited license to access and use the Service(s) during the Term. All trademarks, product names, services, software, content, photos, graphics, videos on our website or logos (“**RISCO’s content**”) used by RISCO are owned by or licensed to RISCO. You acknowledge and agree not to modify, copy, reproduce, download, transmit, distribute, sell, license, publish, broadcast, create derivative works from, or store RISCO’s content for purposes other than using our Services, without our express prior written consent.

5.2. Unless otherwise set out in these Terms, you own all right, title and interest to the information you place on our servers pursuant to the Services. If you submit feedback to RISCO concerning your idea and suggestions related to the Services, RISCO shall have the right to use that information to improve its business processes. You have no right to any intellectual property that is based on an improvement to RISCO’s business based on this feedback.

6. WARRANTIES AND DISCLAIMERS

6.1. Warranty. THE SERVICE, RISCO’S CONTENT AND ALL INFORMATION CONTAINED IN OR OFFERED THROUGH THEM ARE PROVIDED FOR YOUR CONVENIENCE, ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RISCO OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

6.2. No Life-Safety or Critical Uses of the Services. You acknowledge and agree that the Services, whether standing alone or when interfaced with third-party Services are not certified for emergency response. RISCO makes no warranty or representation that use of the Services with any third-party product or service will affect or increase any level of safety. YOU UNDERSTAND THAT THE SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM -- RISCO WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY. In addition, the RISCO End-User Care and Support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services.

6.3. Reliability of Notifications. While RISCO aims for the Services to be highly reliable and available, the Services are not intended to be reliable or available 100% of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond RISCO’s control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that RISCO is not responsible for any damages allegedly caused by the failure or delay of the Services. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR RISCO PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. The information provided by RISCO on what to do in an emergency is based on authoritative safety sources, but there is no way for RISCO to provide



specific information relating to a situation in your home or elsewhere. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

- 6.4. Third Parties Products and Services. The Services rely on or interoperate with third party products and services, such as, for example, data storage, synchronization and communication through cloud service providers and mobile device notifications through mobile operating system vendors and mobile carriers. These third party products and services are beyond RISCO's control, but their operation may impact or be impacted by the use and reliability of the Services. You acknowledge and agree that: (i) the use and availability of the Services is dependent on third party product vendors and service providers, (ii) these third party products and services may not operate in a reliable manner 100% of the time and they may impact the way that the Service operates, and (iii) RISCO is not responsible for damages and losses due to the operation of these third party products and services.
- 6.5. Transmission of Data and Availability of Services. You further acknowledge and agree that: (i) the Product may transmit data to you through use of one or more forms of communication equipment or services, including, without limitation, a telephone network, television cables, fiber optics or some form of wireless communications (e.g., cellular or another form of radio transmission); (ii) some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data; (iii) for data transmitted by a telephone network, there are various types of telephone line services; (iv) for data transmitted by a wireless communications service or equipment, such services and equipment are problematic by their nature and can be affected or delayed by interference, atmospheric conditions, static, transmission system operation, etc; and (v) the Product's ability to transmit or receive data and the availability of the Service will be dependent upon: (a) the electric company, your computer, mobile device, home wiring, home Wi-Fi network, Bluetooth connection, and other related equipment, (b) your Internet and Internet service provider, and (c) your mobile device carrier. Accordingly, you understand, acknowledge and agree that the Product is not infallible and the transmission and receipt of data from the Product, including, but not limited to, video data if available for the Product, regardless of the type of transmission used, may be interrupted, circumvented, or otherwise compromised, and, because ensuring proper transmission is outside of RISCO's control, you are solely responsible for ensuring proper transmission.
- 6.6. Disclaimer. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, RISCO, ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS AND SUPPLIERS ("**RISCO PARTIES**") DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, A RISCO PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES, OR THE USE THEREOF, WILL MEET YOUR REQUIREMENTS; WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; OR WILL BE AVAILABLE, SECURE, FREE OF DEFECTS, ERRORS OR MALICIOUS CODE, OR UNINTERRUPTED. RISCO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICES (INCLUDING, BUT NOT LIMITED TO, THIRD PARTY PRODUCTS AND SERVICES CONNECTED TO RISCO CLOUD), AND RISCO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SUCH SERVICES.
- 6.7. Some jurisdictions do not allow the exclusion of certain warranties, disclaimers and exclusions under these Terms, so those provisions of these Terms may not apply to you.

7. LIMITATION OF LIABILITY

- 7.1. General Limitation. TO THE EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT SHALL A RISCO PARTY BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LOSS ARISING OUT OF MISTAKE, OMISSION, INTERRUPTION, OR DEFECT IN THE SERVICES OR PRODUCTS, CAUSED BY YOU OR ANY OTHER THIRD PARTIES, OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF THIRD PARTY SUPPLIERS, OR OTHER CAUSES BEYOND THE CONTROL OF RISCO.
- 7.2. Incidental Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A RISCO PARTY BE LIABLE TO ANY PERSON, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR LOSS OF ANY KIND, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS AND/OR INCURRED IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA, LOSS OF USE, OR INABILITY TO USE THE SERVICE OR THE PRODUCTS OR THE CONTENT THEREOF, LACK OF AVAILABILITY (INCLUDING BUT NOT LIMITED TO LACK OF COMMUNICATION AND INTERNET), OR FROM TRANSMISSION INTERRUPTIONS, ANY INTERRUPTION OF SERVICE, MAINTENANCE, OR OTHERWISE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), SERVICE LIABILITY OR OTHERWISE, EVEN IF INFORMED OF SUCH DAMAGES, AND WHETHER OR NOT A RISCO PARTY HAS BEEN ADVISED OF, HAS FORESEEN, OR REASONABLY COULD HAVE FORESEEN SUCH DAMAGES. FURTHER, EXCEPT AS EXPRESSLY PROVIDED UNDER THESE TERMS, IN NO EVENT SHALL A RISCO PARTY BE LIABLE HEREUNDER



FOR ANY SERVICES OF ANY THIRD PARTY PROVIDER THAT ARE PROCURED OR PROVIDED BY RISCO HEREUNDER OR USED BY OR ON BEHALF OF RISCO TO PROVIDE ANY SERVICES.

- 7.3. Monetary Cap. IN NO EVENT SHALL THE LIABILITY OF A RISCO PARTY UNDER THESE TERMS, EXCEED, IN THE AGGREGATE, THE TOTAL FEES ACTUALLY PAID BY YOU, WITH RESPECT TO THE SPECIFIC SERVICES GIVING RISE TO SUCH LIABILITY, DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN THE EVENT THAT SUCH LIMITATION OF LIABILITY IS NOT ENFORCEABLE PURSUANT TO APPLICABLE LAW, RISCO SHALL BE ENTITLED TO THE MAXIMUM LIMITATION OF LIABILITY SO ALLOWED.
- 7.4. Because some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages, some of the above limitations may not apply to you. In such jurisdictions, our liability is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed US\$10.00.
- 7.5. These Limitation of Liability provisions shall survive the termination or expiration of these Terms and/or your use of the Service.

8. THIRD PARTY WEBSITE LINKS INCLUDED IN OUR THE WEBSITES

- 8.1. The Sites may contain links to other web sites operated by third parties (“**Third Party Sites**”) and referrals to third party vendors (“**Referred Vendors**”). Such Third Party Sites and Referred Vendors are not under our control. RISCO provides these links and referrals as a convenience only and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors. Your use of these Third Party Sites is at your own risk.

9. FEES AND PAYMENT TERMS

- 9.1. Fees. You will be charged for the fees of the Services as specified on the Order (“**Fees**”). We reserve the right to change the Fees at any time without notification. Changes in Fees shall be effective immediately and will apply for you as of your next purchase or renewal. Your account will not be activated or renewed until all outstanding Fees are paid to us. The Service may be suspended or terminated until payment is made.
- 9.2. Recurring Charges. In addition to the Fees, you may be charged you from time to time for any one-time or non-recurring charges and unless specified otherwise in the Order or in the applicable Schedule, on a monthly basis for monthly recurring charges. With respect to any Connectivity Services provided, you acknowledge that from time to time, roaming charges may be unintentionally incurred, due for example, to proximity to a third party telecommunications network, even if you have not signed up for roaming in the specific jurisdiction in which roaming occurred or with the specific network operator providing roaming services.
- 9.3. Payment Terms and Method. Payment shall be due according to the payment method(s), payment term(s), currency and other terms of payment specified on the Order.

10. MISCELLANEOUS

- 10.1. Governing Law and Jurisdiction. These Terms will be governed and interpreted in accordance with the laws of Israel, without regard to its rules governing conflicts of law, as applied to agreements made, entered into and performed entirely in Israel, notwithstanding your or our actual place of residence. The competent courts of Tel –Aviv – Jaffa district in Israel, shall have sole jurisdiction over any dispute arising in connection with these Terms, provided that either party shall have the right to seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located.
- 10.2. Amendment. We may from time to time modify these Terms. Any changes will become effective on the date published or as we may notify you, but in no case less than 30 days after the date we publish notice of those changes or modifications (except for new features or functionality, which may take effect immediately). Your continued use of the Service after the effective date of any change will be deemed acceptance of the modified terms.
- 10.3. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.
- 10.4. No Waiver. No modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.
- 10.5. Acknowledgement. YOU ACKNOWLEDGE AND AGREE THAT (I) THESE TERMS ARE SOLELY BETWEEN YOU AND US, AND THAT RISCO IS NOT A PARTY TO THESE TERMS; AND (II) RISCO LTD. AND ITS SUBSIDIARIES, ARE THIRD PARTY BENEFICIARIES OF THESE TERMS, AND THAT, UPON YOUR ACCEPTANCE OF THESE TERMS, RISCO WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THESE TERMS AGAINST YOU AS A THIRD PARTY BENEFICIARY HEREOF.

Last updated: September 12, 2019