

## **Terms of Use and End User License Agreement**

These Terms of Use and End User License Agreement set forth the terms and conditions for your use of the SensoryTreat mobile Application (hereinafter: the "Application"), the SensoryTreat website located at [www.sensorytreat.com](http://www.sensorytreat.com) or [www.sensorytreat.pro](http://www.sensorytreat.pro) (hereinafter: the "Website") and its printed products (hereinafter "Printed Products"), the services offered therein (hereinafter collectively: "the Service"), and constitute an agreement between the Service user (hereinafter: "You" or the "User") and the service offered by SensoryTreat Ltd. ("the Company"), which operates the Application and Website, in connection with the use of the Service. For the sake of convenience, these Terms of Use and End User License Agreement are drafted in the masculine gender only, but refer equally to men and women.

By using the Service you agree to be bound by these Terms of Use and the Privacy Policy of the Service.

**A general notion about the Application: the Application does not constitute medical advice, and is not intended to replace advice by a Therapist or other professional. Please consult with your child's Therapist before using the Application or conducting any of the activities included therein.** Please note that some activities may require special guidance by a certified Therapist. Also, not all activities may fit everyone, there may be certain conditions which could limit or prohibit from performing certain activities, please consult child's physician before starting.

### **Description of the Application**

The Application is a mobile application which is intended for use by parents to young children who suffer from sensory or other problems, and who have been advised by a Therapist to perform certain activities beyond the setting of the clinic.

The Application is intended to assist in performing the treatment in several respects. First and foremost, it is intended to serve as a reminder to perform various activities in pre-defined times or in conjunction with daily family routines. In addition, it consists of various illustrations and explanations which are intended to assist in performing various activities.

The Application may also assist the User in sending notifications to remind the User of his activities within the Application, subject to notification management of the cell phone's Operating System and User configuration thereof.

### **Intellectual Property and License to the User**

The Application and the Website (including their content, design and code, the illustrations appearing therein, etc.) are protected under copyright law and are the sole property of the Company. The Company hereby grants You a personal non-exclusive license to use the Application and the Website and the services offered therein under these Terms of Use. In addition, the Company is the sole owner of the name, logo and any other identifying feature of the Application, the Website and the Printed Products.

### **Download and use of the Application**

Download of the Application may be free. However, Company may give Google and other 3<sup>rd</sup> parties access to show User ads based on their usage of the Application and/or Website and/or in conjunction with any other data that Google and/or the 3<sup>rd</sup> party may have.

### **Registration to the Application**

Upon logging in to the Application for the first time, You are identified based on your mobile device unique ID which the Application identifies and, in some cases also through an activation code that you will get via text message or from your child's Therapist. Then, you are requested to choose a password. In addition to the password, you may register based on your email address that you provide to us. Subsequently, each time you login to the Application, you shall be required to identify yourself with the password you chose and, possibly, your email address (in case you chose to), or you may have the Application remember you and sign you in automatically. Once you login to the Application using your log in details, you shall be able to view old records of activities performed within the Application. We may also add features allowing you to access your user data through the Web, while using your email address and password.

Obviously, you should maintain your password confidential and shall not disclose it to anyone. We also recommend you to keep your password safe and do not write it on notes or stick it to your smartphone or PC.

In case you forgot your password, you may be able to reset it by requesting us to send you an email to the email address you provided to us. In case such user has not registered with his email address, he may recover access to his User activity only after approaching us and proving that he is indeed the User.

Please note that if you do not sign out of the Application and the mobile device has not been reset, the automatic log-in shall apply also in case the SIM card is replaced. Therefore, in case you provide the mobile device to another person, whether or not that person uses a different SIM card, please make sure to sign out of the Application or reset the device before giving the device.

### **Use of the Application**

You hereby undertake to use the Application and Service in accordance with any applicable law, including intellectual property laws and privacy laws.

We may send You notifications via email, text messages and notifications within the Application. It is hereby clarified that such notifications are not serving as medical advice in any manner, and it is Your sole and exclusive discretion and liability to decide about the adoption or non-adoption of such notifications.

You are not entitled to copy the Application and Service and/or its proprietary contents. In addition, You are not entitled to use automatic means (such as "robots" or "spiders" and the like) in order to copy the contents of the Application, Web App or Website, unless this action is done for the sole purpose of presenting information openly displayed to all users of the Application and the Website in the results of a general search engine (such as "Google").

### **Terms of cancellation and terminating a User's access to the Application**

Any User is entitled to remove the Application from his mobile device at any time.

The Company shall be entitled to block access of a User at any time, in case it believes, in its sole discretion, that the User has violated the terms of this Agreement or has acted on the Application in violation of any applicable laws.

### **Changes in the Application**

The Company shall be entitled to make changes in the Application and Service according to its sole discretion and without the need to notify You in advance. As long as these changes are unacceptable by You, You may cease using the Application and the Service, and remove the Application as you deem fit. In any event, as long as the changes do not render the Application or Website illegal, they shall not entitle you to any kind of compensation or refund from the Company.

### **Privacy Policy**

This Agreement includes the Website and the Application's Privacy Policy, as appearing on the website [www.sensorytreat.com](http://www.sensorytreat.com). You are hereby requested to review the Privacy Policy which is incorporated herein by reference as part of the Agreement governing your use of the Website and the Application.

### **Limitation of liability for contents of the Application and the Website**

The Application, the Website and the Printed Products are provided "as is" without any warranty to their contents or their suitability to the User. Without limiting the generality of this statement, the User hereby acknowledges that the Service does not constitute medical advice and is not intended to replace medical advice or advice by a professional Therapist or physician. Use of the Service is at the User's own risk. Before undertaking any of the activities listed in the Application, the User is encouraged to consult with a Therapist. Furthermore, some of the physical activities appearing in the Application may not be physically appropriate for some people due any physical or health limitation. Therefore, the User must consult a Therapist and/or doctor before performing them.

Also, the Service may consist of certain informational data, articles or links to other websites regarding various medical conditions or syndromes associated with the Application's purpose. These contents shall usually be quoting the source from which they have been taken. While the company takes best efforts to place quality contents, it cannot check the exact reliability of these contents, and the User shall not rely on them without consulting a professional.

The Service may consist of certain tips for successful home program / therapy. These contents are based on Company's experience sharing and do not constitute medical or other form of professional advice. Company is not liable in any event User is acting upon his interpretation of such tips.

### **Printed material accompanying the Application and Service**

The Company may market accessories, such as magnets, cards, handbook or other printed material consisting of illustrations showing some of the activities shown within the Application. These Terms of Use shall apply to such accessories *mutatis mutandis* (i.e. as applicable with the necessary changes). Without derogating from the generality of this

statement, all the limitation of liability provisions contained herein shall apply on the Company's liability in connection with the use of these accessories as well.

### **Third party offerings**

The Application and Website may consist of some advertisements or other promotional offerings by third parties. These offers or advertisements shall be displayed or provided by the applicable partners/advertisers, who may not be related to the Company. Any dealings or purchases You make with such third parties is at your own risk. The Company shall not be liable for anything related with such third party advertisements/offerings and/or their products and services.

### **Intellectual property complaints**

In case You believe that a certain part of the Application or Service violates your rights (including copyright or other intellectual property rights) You are welcome to contact us in this regard at [info@sensorytreat.com](mailto:info@sensorytreat.com) and provide all pertinent information regarding your complaint. We will do our best to look into the matter and attend to Your enquiry promptly.

### **Indemnification**

You agree to indemnify, defend and hold harmless the Company, its affiliates, officers, employees, consultants and agents, and their successors, from and against any and all liability, damages, or costs (including attorney fees) arising out of or in connection with your use of the Application and/or the Service in breach of these Terms of Use.

### **Force Majeure**

Any delay or block of access to the Application and/or the Website due to force majeure, such as war, strike, fire, electrical blackout, app-store, hosting provider, communication network, weather, etc. shall not be deemed as breach of this Agreement by the Company and shall not entitle you to damages.

### **Miscellaneous**

If any provision in this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible, and the remainder of the Agreement shall remain in full force and effect. This Agreement (including the Privacy Policy incorporated therein) constitutes the entire agreement between you and the Company in connection with the Application and the Service. The Company may occasionally change the Terms of Use and the changes shall be published on the Website and the Application. In case of material changes, they shall be announced on the Website and the Application. Unless otherwise stated elsewhere in this Agreement, this Agreement cannot be amended or modified unless in a writing instrument executed by an executive of the Company. You may not assign your rights and obligations hereunder without the Company's consent. The Company may transfer, assign, sublicense or pledge in any manner whatsoever, any of its rights and obligations under this Agreement to any third party whatsoever, without notice and without the need to receive your consent, in connection with the sale or transfer of substantially all of its assets.

### **Governing law and jurisdiction**

This Agreement shall be governed by Israeli law. The applicable courts in Tel Aviv, Israel shall have the exclusive jurisdiction over any dispute concerning this Agreement, its enforcement and interpretation and no other court shall have jurisdiction over it.

**Contact us**

If you have any questions relating to this Agreement or need support of any kind in relation to the Application or Website, You are welcome to contact us with any query at [info@sensorytreat.com](mailto:info@sensorytreat.com). We will do our best to respond to you promptly.

Last updated September 26, 2021.