

## **TERMS AND CONDITIONS**

Welcome to Obie!

What follows below is the Obie website terms and conditions (the “**Terms and Conditions**”), a legal agreement between you, the customer (whether an individual or an entity) and EyeClick Inc., the owner and operator of this website (the “**Website**”).

If you are entering into this contract on behalf of an organization, you hereby declare that you have the authority or have been granted approval by the organization to do so and that the organization is aware of your actions and will be legally bound by them.

In these Terms and Conditions “Company”, “we,” “us” or “our” means EyeClick Inc., a Delaware corporation, whose registered office is at 84 Business Park Drive, Suite 107, Armonk, NY, 10504, including its mother and/or affiliated companies, and “you” or “your” means you the customer and any organization you are entering into this contract on behalf of, as applicable.

By using the Website you accept the Terms and Conditions hereof. The Company reserves the right, in its sole discretion, to modify these Terms and Conditions, including any other policies incorporated thereto, at any time by posting the modified provisions at: <https://buyobie.com/terms-and-conditions/>, and you shall be responsible for reviewing and becoming familiar with any such modifications. Please note that any such modifications shall become effective immediately upon posting.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ACCESS AND USE ANY PART OF THE WEBSITE.

### **1. THE WEBSITE**

The Website offers information regarding our products and services, including but not limited to Company-branded hardware and/or third-party hardware provided by Company and/or Company-branded software. The information contained in the Website is provided for informational purposes only and the placement of any order to purchase Company’s products is subject to the acceptance of Company’s Terms and Conditions of Purchase available at: <https://buyobie.com/terms-and-conditions-of-purchase/>.

### **2. USER ACCOUNTS AND REGISTRATION**

- 2.1. If you sign up and open a user account you may enjoy specific services and benefits that are only granted to registered users, you have the option to register for such services and create a "User Account". Your User Account gives you access to the services and other functions that Company may establish and maintain from time to time, at its sole discretion.
- 2.2. As part of the registration process, You may be required to provide Company certain personal information (including name, physical address, e-mail address, payment method, etc.), and to select a password. User shall provide Company with accurate, complete, and updated registration information, in compliance with all applicable laws, rules and regulations, and may not: (i) impersonate to another person; (ii) use as a user name a name

subject to any rights of another person or entity without appropriate authorization; or (iii) use another's User Account without permission. Company reserves the right to refuse user registration or to block the user's access to the services, at its sole discretion.

- 2.3. You are solely responsible for the activity that occurs on your account, and must keep your User Account credentials secured. You must notify Company immediately of any breach of security or unauthorized use of your User Account. It is clarified that Company will not be liable for your losses caused by any unauthorized use of your User Account, however you may be liable for the losses of Company or others due to such unauthorized use.

### **3. GENERAL TERMS OF USE**

- 3.1. You hereby warrant that you have the authority to enter into these Terms and Conditions, and that your use of the Website on behalf of any third party is authorized by such third party. If you learn of an unauthorized use of the Website by a third party, we encourage you to notify us by sending an e-mail to [Support@buyobie.com](mailto:Support@buyobie.com).
- 3.2. If you send Company feedbacks or suggestions regarding the Website, you acknowledge that Company may use them at its sole discretion, without any obligation to compensate you in any manner for such feedback or suggestions.
- 3.3. You are responsible for obtaining and maintaining any equipment, hardware, software or ancillary services required to access and use the Website and for any fees charged by third parties in connection therewith, and Company shall have no responsibility or obligation in connection therewith.
- 3.4. Company may (i) change, suspend or discontinue the Website (or any part thereof, including the services) at any time, including the availability of any feature, content or database, without notice or liability; (ii) offer alternative and/or additional website or services to certain users, that may not be offered to other users. You acknowledge that Company may charge a fee for the use of any website or service, provided that Company notifies you of any such fee before you incur it. In addition, Company may impose limits on certain features or restrict your access to the Website (or any part thereof) without notice or liability.
- 3.5. We welcome links to any page on our Website. You are free to establish a hypertext link so long as the link does not state or imply any connection or approval of your website, products and/or services by Company, and does not portray Company in a false or otherwise offensive manner. However, we do not permit framing or inline linking. In addition, you may not link to our Website from a site that you do not own or have permission to use. In the event that you link to the Website you represent that your site does not contain content that is unlawful, offensive or infringing third parties' rights.
- 3.6. It is hereby clarified, that the Website may contain links to other third parties' websites, applications or features, or referrals to certain third parties' products or services that are not owned or controlled by Company. For the avoidance of all doubt, Company is not responsible for the availability and/or accuracy of information on such sites and/or such linked sites privacy practices or any other practices. In addition, Company does not endorse and is not responsible or liable for any content, including without limitation, any content advertising products or other information on or available from such linked sites and services or any link contained in these linked sites or services. If you choose to visit such third parties' websites, applications or features, or use its products or services, please be aware that such third parties' own terms of use and privacy policies will apply and govern your activities and any information you disclose while interacting with such third parties. It is always advisable and we encourage you to read such documents carefully before using those sites and services, *inter alia*, in order to know what kind of information about you is

being collected. Company does not make any representation or warranty whatsoever regarding such third parties' websites, applications, features, services, products or content. Your access to, use of and reliance upon any such websites, services and content available thereto, as well as your dealings with such third parties are at your sole risk and expense. Company is not responsible or liable in any manner for your interaction with such third parties and we reserve the right to terminate any link at any time.

#### 4. **PROHIBITED USE**

- 4.1. You hereby undertake that you will not, and will not permit or authorize third parties to use the Website in any way that: (i) advertises transactions offered on other websites; (ii) for any commercial purpose other than for dealing, contracting and fulfillment of Orders; (iii) is defamatory, abusive, harassing, threatening, racially, or constitute an invasion of a right of privacy of another person, or otherwise offensive, violent, vulgar, obscene, or otherwise harms or can reasonably be expected to harm any person or entity; (iv) is illegal or encourages or advocates illegal activity; (v) post or transmit any communication or solicitation designed or intended to obtain password, account, or private information from any third party; (vi) contain viruses, trojan horse, worm, or any other computer programs designed to interrupt, destroy, or limit the functionality of the Website or any system, computer software, hardware or telecommunications equipment; (vii) create a false identity or impersonate another person; (viii) "stalk" or otherwise harass another or is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing" as those terms are commonly understood and used on the internet; or (ix) violate these Terms and Conditions and any applicable local, state, national or international law or regulation.
- 4.2. In addition, except as expressly authorized herein, you will not, and will not permit or authorize third parties to: (i) take any action intended to circumvent or disable the operation of any security feature or measure of the Website; (ii) publish, distribute, sell, disclose, market, sublicense, rent, lease, display, provide, transfer or make available the Website, or any portion thereof, to any third party; (iii) decompile, reverse engineer, disassemble, enhance, or otherwise make any attempt to discover the source code of the Website or any part thereof; (iv) modify, reproduce, or create derivative works from the Website or any part thereof; (v) access the Website or Company's facilities via automated means, including by crawling, scraping, caching or otherwise (except as may be the result of standard search engine protocols or technologies used by a search engine with our express consent); or (vi) use the Website in any manner that is illegal or not authorized by these Terms and Conditions.

#### 5. **USE OF THE WEBSITE BY CHILDREN**

The Website is not directed to children under the age of 13 and children under the age of 13 may NOT access or use the Website. If a parent believes that his or her child has used the Website, he or she can contact us by sending an email to [Support@buyobie.com](mailto:Support@buyobie.com).

#### 6. **INTELLECTUAL PROPERTY RIGHTS**

All photos, texts, scripts, images, designs, graphics, logos, audios, videos, songs, interactive features, interfaces, software, code, trademarks, artwork, visual interfaces, service marks, trade dress, trade names and other content ("**Content**") used, displayed, included, incorporated, uploaded, posted or published by Company, as part of the Website, are the sole property of Company ("**Company's Content**"), subject to copyright

and other intellectual property rights under applicable laws, and you may not use, download, distribute and/or copy them, in whole or in part, without the prior written permission of Company. For the sake of clarity, you may not copy, reproduce, modify, publicly display, publicly perform, publish, distribute sell, license, rent, transfer, reproduce, create derivative works based on, or exploit in any way, Company's Content or any part thereof.

## 7. **PRIVACY POLICY**

You acknowledge and agree that Company may collect certain data and other information about you through the Website. Our collection and use of such information is governed by our privacy policy, which is available at: <https://buyobie.com/privacy-policy/> (the "**Privacy Policy**"). By using the Website or any part thereof, You acknowledge that You have also reviewed our Privacy Policy and agree to be bound by its terms and conditions.

## 8. **WARRANTY AND DISCLAIMER**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS SOLELY WITH YOU. THE WEBSITE AND CONTENT ARE SUPPLIED "AS IS", AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY DOES NOT WARRANT THAT THE USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET YOUR SPECIFIC REQUIREMENTS. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE WEBSITE, THE CONTENT AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, SECURITY, COMPATIBILITY, NON-INFRINGEMENT OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE.

## 9. **LIMITATION OF LIABILITY**

IN NO EVENT WILL COMPANY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR ITS SUPPLIERS BE LIABLE WITH RESPECT TO THE SUBJECT MATTER HEREIN, UNDER ANY LEGAL, CONTRACTUAL OR EQUITABLE THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE) FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; (B) DAMAGES FOR LOST PROFITS OR LOST DATA, INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, SAVINGS OR OTHER BUSINESS INFORMATION; OR (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES;

IN NO CASE SHALL THE AGGREGATE LIABILITY OF COMPANY AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES UNDER THESE TERMS AND CONDITIONS OR ARISING OUT OF OR OTHERWISE RELATED TO THE WEBSITE OR TO YOUR USE OF THE WEBSITE EXCEED ONE HUNDRED US DOLLARS.

WITHOUT DEROGATING FROM THE FOREGOING, COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, WEBSITE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE AND/OR THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE AND/OR WEBSITE THROUGH THE ACTIONS OF ANY THIRD

PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

#### 10. **INDEMNIFICATION**

Upon our first demand, you will indemnify and hold Company, its shareholders, directors, officers and employees, harmless from any claim, liability, cost, loss, damage and expense (including reasonable legal fees) caused due to your access and use of the Website in violation of these Terms and Conditions or in violation or infringement of any rights (including, without limitation, privacy rights, copyright, or other intellectual property rights) of any third party.

#### 11. **MISCELLANEOUS**

11.1. These Terms and Conditions and its performance shall be governed exclusively by the laws of the State of New-York, USA, without regard to conflict of laws provisions that would result in the application of the laws of any other jurisdiction. The parties hereto submit the exclusive jurisdiction to the competent courts of New-York, USA.

11.2. These Terms and Conditions and Privacy Policy constitute the entire agreement between you and Company with respect to the use of the Website, and supersede all prior or contemporaneous understandings regarding such subject matter.

11.3. Company may assign at any time any of its rights and/or obligations hereunder to any third party without your consent.

11.4. In the event that a court of competent jurisdiction finds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

11.5. The failure of Company to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision, or any other right or remedy under applicable law, unless acknowledged and agreed by Company in writing.

#### 12. **CONTACT US**

If you need any further information or have any questions about these Terms and Conditions, please contact our Customer Service department by sending an e-mail to [Support@buyobie.com](mailto:Support@buyobie.com).