

Terms of Use

Last updated: May 2018

THE FOLLOWING TERMS (THE “**TERMS**”) STIPULATE THE TERMS AND CONDITIONS OF YOUR USE OF CORAL DETECTION SYSTEMS’

WEBSITE [HTTP://CORALDROWNINGDETECTION.COM](http://CORALDROWNINGDETECTION.COM), SOFTWARE APPLICATION AND SERVICES (RESPECTIVELY, THE “**WEBSITE**”, THE “**APPLICATION**”, AND COLLECTIVELY, THE “**SERVICES**”, AS SHALL BE FURTHER DETAILED BELOW). The Services have been developed, are owned and operated by Coral Detection Systems Ltd. (referred to hereunder as “**WE**”, “**OUR**”, “**US**” OR THE “**COMPANY**”).

THE PRODUCT AND SERVICES ARE PROVIDED SOLELY FOR YOUR OWN Personal USE on your premises. BY ACCESSING OR USING OUR WEBSITE, APPLICATION, AND SERVICES OR BY PURCHASING THE PRODUCT, YOU AGREE TO THESE TERMS. YOUR USE OF THE PRODUCT AND SERVICES ARE EXPRESSLY CONDITIONED ON YOUR COMPLIANCE AND CONSENT WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS YOU SHOULD IMMEDIATELY STOP USING THE WEBSITE, SERVICES AND PRODUCT.

In addition to these Terms, please also review our Privacy Policy, available at <http://coraldrowningdetection.com/privacy-policy/>, which these Terms are incorporated thereto by reference, along with such other policies of which you may be notified of by us from time to time.

1. THE SERVICES

Coral Detection Systems is a unique safety and reassurance system which gives You, the pool owner, an additional safety measure alerting You if certain movement patterns or behavior are detected which may suggest a drowning incident thereby giving You additional critical time to react and assist. Our Product (the “**Product**”) assists You by: (i) alerting You upon detection of possible drowning incidents by continuously monitoring Your pool, (ii) alerting you upon identifying unusual activities in the pool, (iii) monitoring the operation of the Product by sending You notifications and status reports on the Product’s communication path, including with respect to battery life or the conditions in the pool.

The Services may be provided to you using a home port device or through your handheld mobile device (i.e. a smart phone or tablet), as may be applicable. To receive the Service

through your mobile device, you will receive a QR code which may be scanned to couple the Product with up to 3 mobile devices. Pairing the Product with your mobile devices enables you to continuously monitor activity in a pool unit from any location by receiving alerts to the Application installed on your device. Where a drowning incident or otherwise an unusual or suspected activity in the pool unit is identified, still images of such activity will be recorded, processed and reported to your mobile device. Additionally, by pairing the Product with a mobile device, users will also have the option of receiving still images recorded by their Product “on demand”.

Note that by pairing the Product to your device, we may provide the Service by sending push-notifications and messages, emails, or alerts via various means of communication. You can deactivate the push-notifications at any time by changing the notification settings on your mobile device or by changing your settings within our Services, as applicable. Please note that the Application may only be available for certain operating systems (for example, iOS), and that you may only download and use the Application on a mobile device running a validly licensed copy of the operating system on which the Application was designed to operate.

Additionally, we may update the Services periodically through your mobile device (if applicable). Updates shall be provided automatically with the purpose of improving, enhancing or fixing bugs in the then current version of the Service. The nature of the Service may change from time to time without prior notice to you. In addition, Company may cease (permanently or temporarily) providing the Service (or any part thereof) to You or generally to other users with or without prior notice.

Please note, You may opt to connect Your products solely to a home port device, in which case the Services may be transmitted solely to such device and certain updates may not apply.

2. Warnings

THE PRODUCT AND SERVICES MONITOR AND PROVIDE ALERTS AND WARNINGS BUT CANNOT PREVENT DROWNINGS OR DAMAGE FROM DROWNING. THE RESPONSIBILITY FOR SUPERVISION OF THE USERS OF THE POOL AND ASSISTANCE AND APPLYING FIRST AID TO THOSE WHO HAVE DROWNED RESTS DIRECTLY WITH YOU AS THE POOL OWNER (AND IF YOU ARE NOT THE POOL OWNER THEN WITH YOU AND WITH THE POOL OWNER). YOU MUST REMAIN ALERT AND AWARE OF THE USERS OF THE POOL AT ALL TIME AND CHECK ON THEIR STATUS PERIODICALLY AND AS OFTEN AS REASONABLY NECESSARY. THE

PURPOSE OF THE DEVICE IS TO ALERT ON CERTAIN DEFINED ACTIVITIES ALLOWING YOU TO ATTEND TO SUCH AN EVENT WITHIN A TIMELY MANNER.

THERE ARE A NUMBER OF COMMONLY USED AND RECOMMENDED MEASURES TO ENSURE THE SAFETY OF THOSE WHO USE YOUR POOL WHICH WE STRONGLY ENCOURAGE YOU TO FOLLOW INCLUDING:

- 1 – MAINTAIN ADULT SUPERVISION AT ALL TIMES IN AND AROUND THE POOL
- 2 – NOT ALLOW YOUNG CHILDREN OR PERSONS WHO ARE NOT PROFICIENT SWIMMERS TO USE THE POOL UNSUPERVISED
- 3 – EMPLOYING A TRAINED AND LICENSED LIFE GUARD, WHEN APPLICABLE (E.G. HAVING A POOL PARTY)
- 4 – LEARNING AND MAINTAIN KNOWLEDGE IN PERFORMANCE OF CPR AND OTHER EMERGENCY MEASURES.
- 5- KEEP ALL OTHER SAFETY MEANS, AS REQUIRED BY LAW / REGULATION SUCH AS POOL FENCES AND ALARMS IN PLACE

OUR PRODUCT IS INTENDED FOR HOME USE BY INDIVIDUALS IN GOOD HEALTH AND SHOULD NOT BE RELIED UPON IN USE WITH VERY YOUNG CHILDREN, PERSONS WHO CANNOT SWIM AND PERSONS IN GENERAL BAD HEALTH OR THOSE WHO SUFFER FROM SPECIFIC AILMENT OR ILLNESS WHICH PUTS THEM AT A HIGH RISK OF DAMAGE DUE TO USE OF THE POOL

PLEASE BE ADVISED THAT THE SERVICES AND PRODUCT SHOULD NOT BE USED AS SOLE BASIS FOR SUPERVISION OR PREVENTION OF DROWNING INCIDENTS. THESE ARE NOT A SUBSTITUTE FOR MANDATORY OR OTHERWISE NECESSARY POOL SAFETY MEASURES NOR DO THEY REPLACE THE NEED FOR SUPERVISION OF ANY POOL AREA BY A QUALIFIED PROFESSIONAL, A CERTIFIED LIFE GUARD OR AN ADULT, AS APPLICABLE. THE SERVICES AND PRODUCT ARE A SUPPLEMENTARY TOOL ONLY, AND THEY ARE INTENDED TO BE USED IN TANDEM WITH ANY AND ALL APPLICABLE SAFETY MEASURES.

RELIANCE ON ANY INFORMATION PROVIDED THROUGH THE SERVICES AND PRODUCT IS SOLELY AT YOUR OWN RISK. YOU ARE HEREBY ADVISED THAT COMPANY PROVIDES NO

WARRANTIES OR GUARANTEES AS TO THE PERFORMANCE OR QUALITY OF THE SERVICES AND PRODUCT. THE PROVISION OF SERVICES AND USE OF THE PRODUCT MAY BE AFFECTED BY ANY NUMBER OF EXTERNAL FACTORS THAT ARE NOT IN COMPANY'S CONTROL, INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL CONDITIONS, INTERRUPTION AND INTERFERENCE BY PERSONS IN THE POOL, LOSS OF SIGNAL, INTERRUPTION OF FEEDBACK AND COMMUNICATION PROBLEMS ETC. ANY ONE OF SUCH FACTORS MAY CREATE FALSE-POSITIVES OR FALSE-NEGATIVES IN THE DETECTION OF DROWNING INCIDENTS AND THE GENERAL QUALITY AND PERFORMANCE OF THE SERVICES AND PRODUCT. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM ANY USE OF THE SERVICES AND THE PRODUCT PROVIDED.

FURTHERMORE, THE PRODUCT IS BASED ON ARTIFICIAL INTELLIGENCE AND COMPUTER VISION TECHNOLOGY AND AS SUCH THERE MAY ALWAYS BE DROWNING INCIDENTS THAT IT MAY MISS DUE TO THE INHERENT NATURE OF THE TECHNOLOGY THAT IS AFFECTED BY MANY FACTORS SUCH AS LIGHT, WATER CLARITY, DISTANCE, SHADES, OBSTRUCTIONS, BODY POSITION, AND MORE. THE PRODUCT IS MAINLY DESIGNED TO DETECT PEOPLE UNDER THE WATER AND AS SUCH MAY NOT ALWAYS DETECT FLOATING PEOPLE

3. Installation and Maintenance

Our Product is ready for use once proper installation and pairing is complete. Please follow carefully the installation instructions accompanying the Product. To operate the Product please consult the user manual and guide in the Product's box or on the mobile application. In order to minimize technical problems, follow installation and operation instructions carefully.

To ensure proper operation of the Product please use only new batteries with the product and replace them regularly for backup purposes, ensure the solar panel of the Product are kept clean and that the Product is handled with proper care. The Product is not a toy and should not be thrown or dropped.

Due to the high sensitivity of the Product and its reliance on image processing, it can be influenced by objects in the pool, the maintenance of the pool itself, the clarity of the water, obstruction of "lines of sight" etc. Such external effects could be obstructing the proper vision of the Product or be recognized as individuals thus preventing or delaying alarm activation or triggering false alarms.

In case of false alarms please refer to the troubleshooting section in the user manual accompanying the Product. If the Troubleshooting section does not provide sufficient response please contact us at info@coraldd.com and refrain from using the Product until such time as the fault is addressed or corrected.

We strongly encourage You to conduct performance testing daily, according to the protocol available in the Application.

4. **PAYMENT**

The Product may be purchased by users either (i) directly through our Website, in accordance with these Terms and the terms of applicable Payment Processors; or (ii) through third party vendors, in accordance with the purchase and payment terms of such Third Party Service providers. Applicable fees may apply.

We conduct any and all purchases and charge of fees on our Website through third-party payment processors (e.g. PayPal) (the “**Payment Processor**”). Payments of fees will be subject to the terms, conditions and privacy policies of the applicable Payment Processor. We are not responsible for any error by the Payment Processor. Users wishing to activate any protection mechanisms offered by a Payment Processor should do so by contacting the Payment Processor directly. You hereby warrant and represent the user engaging with us and the Payment Processor for the payment of any fees has the authority to enter into payment obligations on your behalf. You agree to provide such Payment Processor with accurate information regarding your credit card or other payment instrument. Any taxes applicable to you with regard to transactions made in accordance with these Terms and according to applicable law will be borne by you exclusively. All fees are non-refundable.

Unless otherwise stated, our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with your Subscription. If we have the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against our income, property and employees.

5. **USER RESTRICTIONS**

The following restrictions shall apply to your use of the Services and the Product. You may not (a) make available or use the Services or Product for the benefit of any third party; (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Product, or exploit the Services or Product for any commercial purposes; (c) use any Services or Product, to store or transmit any illegal, immoral, unlawful and/or unauthorized materials, or interfere with or violate users' rights to privacy and other rights, or harvest or collect personally identifiable information about users without their express consent; (d) use the Services or Product, to transmit or otherwise make available any malicious code, including any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program; (e) interfere with or disrupt the integrity, performance or operation of the Website, Product or Services, or any part thereof, including any servers or networks provided by Third Party Service providers; (f) attempt to gain unauthorized access or bypass any measures imposed to prevent or restrict access to the Website, Product or Services; (i) copy, modify, distribute, create derivative works, translate, port, reverse engineer, decompile, or disassemble the Product or any portion of the Services, or any material that is subject to our proprietary rights, including without limitation for non-internal or commercial purpose, and shall not simulate or derive any source code or algorithms from the Product or the Services or use of any of the foregoing to create any software or service similar to the Product or Services; and (j) misrepresent or impersonate any person or entity, or falsely state your affiliation, or express, imply that we endorse you in any manner, or represent or distribute inaccurate information about the Services.

6. ACCOUNT TERMINATION

We may disconnect the pairing between the Product and a mobile device immediately upon giving you notice to the email address which you have supplied to us (provided that such e-mail address is a valid email address) (a) for any reason or reasonable grounds we see fit to discontinue provision of the Services to you; (b) you have breached any of the terms of these Terms; or (c) your use of the Services has been improper or has not been in accordance with these Terms.

7. REPAIR AND REPLACEMENT

As may be applicable, we will provide repair or replacement services to address a defect in the materials or workmanship of a Product. Repair and Replacement services shall be provided, in our sole discretion, through direct mail-in. If we determine the Product is

eligible for replacement or repair, we will instruct you to ship the original Product to a designated location, in accordance with our instructions.

8. ELIGIBILITY

You may not use the Service or the Product and may not accept these Terms if (a) you are not 18 years of age or of legal age to form a binding contract in the territory where you reside with Company, or (b) you are a person barred from using the Service or the Product under applicable laws including the country in which you are resident or from which you access the Service or purchase the Product. Subject to applicable law, Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time.

9. PROPRIETARY RIGHTS

Company retains sole and exclusive ownership of all rights, title and interests in the Service and Product and all intellectual property rights relating thereto, including, without limitation, issued patents and pending patent applications with respect to the Service and Product and the technology related thereto. This provision shall survive termination and expiration of these Terms and shall remain in full force and effect thereafter. Without derogating from any of the provisions herein, you agree not to decompile, reverse-engineer, copy, transfer, assign, rent, resell, distribute or use the Service (or any part thereof, or any software underlying the Service), other than as expressly authorized by Company.

10. CONTENT

For purpose of these Terms, the term “Content” includes, without limitation information, data, text, photos, graphics, in static or interactive feature, which is provided or otherwise made available to you through the Service. The Content is owned and/or licensed by the Company. You are prohibited from using, including, without limitation, copying or making any alteration of or derivative works based upon, the Company Content for any purpose and is at all times subject to these Terms.

11. THIRD PARTY WEBSITES

The Website may contain links to websites or pages which are not maintained by Company. Links to third party websites are provided for your convenience and information only. Third party web sites are not under Company's control and Company is not responsible for the content or accuracy of those sites or the products or services offered on or through those sites. The inclusion of a link through the Website does not imply Company's endorsement of the third party website nor that Company is affiliated with the third party website's owners or sponsors.

You acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites, resources or advertisements, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. We recommend that you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

12. THIRD PARTY SERVICES

We may provide third party services for use of the Services and Product (the “**Third Party Services**”), which may include, *inter alia*, commercially available hosting services (e.g. Amazon cloud (AWS), MS Azure etc.). Additionally, to use the Application, you will need to download the Application from a third party platform, service provider or distributor, in which case your use of the Application may also be governed by the usage rules imposed by such Third Party Service provider.

We cannot guarantee the continued availability of Third Party Services, and may cease providing them, any content provided in connection to them, if, for example, such services are no longer interoperable with the Services or Product. Your use of the Third Party Services is subject to such terms and conditions and specifications offered by each Third Party Service provider. You acknowledge that we are not the author, owner or licensor of any Third Party Services. We shall provide the Third Party Services “AS IS” and make no representation or warranty with respect to them. Implied warranties of fitness for a particular purpose, satisfaction and merchantability shall not apply. The entire risk as to the quality and performance of the Third Party Services is borne by you. Your sole recourse in the event of any dissatisfaction with the Third Party Services is to stop using the Product and Services.

13. COMPANY TRADEMARKS

Any and all trademarks, service marks, product names, and trade names of Company appearing on or through the Service are exclusively owned by Company. All other trademarks, service marks, product names, and logos appearing on or through the Service are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on or through the Service without the owner's prior written consent.

14. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH UNDER THE TERMS, THE WEBSITE, APPLICATION, SERVICES AND PRODUCT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND QUALITY OF SERVICE. COMPANY MAKES NO WARRANTY THAT THE SERVICE OR PRODUCT WILL MEET YOUR EXPECTATIONS WILL BE FREE FROM VIRUSES OR THAT DATA AND CONTENT OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE OR CURRENT, OR THAT THE SERVICE WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE AND PRODUCT IS AT YOUR OWN DISCRETION AND SOLE RISK AND THAT THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE AND PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES AND INJURY PERSONS, PROPERTY OR TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR DATA STORED ON IT, IS SOLELY YOURS.

15. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL COMPANY (INCLUDING, WITHOUT LIMITATION, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICE AND PRODUCT, OR IMPROPER USE OF THE SERVICE OR PRODUCT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT COMPANY MAY CHANGE THE SERVICE

AND PRODUCT IN WHOLE OR IN PART IN ITS SOLE DISCRETION WITHOUT NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU WHATSOEVER IN CONNECTION THEREWITH.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE GREATEST OF EITHER THE CONSIDERATION PAID BY YOU TO THE COMPANY FOR THE SERVICES AND THE PRODUCT IN THE TWELVE (12) MONTHS PERIOD PRECEDING THE RISE OF THE APPLICABLE CAUSE OF ACTION OR AN AGGREGATE AMOUNT OF US \$10,000.

16. INDEMNITY

You agree to indemnify, defend, and hold harmless the Company and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Services or Product; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law. You agree that your use of the Services or Product shall be in compliance with all applicable laws, regulations and guidelines and shall not be intended to damage, disable, overload or impair the Site or the servers on which it is hosted.

17. CHANGES TO THE TERMS

These Terms may be subject to periodical revisions or amendments, from time to time with or without notice, at our sole discretion; we encourage you to review the Terms regularly. The last revision will be reflected in the "Last Updated" heading. Any change of this policy will be posted in this Privacy Policy. Your continued use of our Website, Services and Product following any such amendments will be considered as your consent to the amended Terms. At all times, the latest version of these Terms shall be binding and prevail over any other version.

18. MISCELLANEOUS

These Terms constitutes the entire agreement between the parties concerning the subject matter hereof. (The Service and Product shall be provided in accordance with, and these Terms shall be governed by, the laws of the State of Israel without giving effect to any principles of conflicts of laws thereof, and the eligible courts in Tel Aviv, Israel shall

have exclusive jurisdiction over all disputes between the parties related to these Terms. You may not assign or otherwise transfer by operation of law or otherwise these Terms or any right or obligation herein without the express written consent of Company. Company expressly reserves its right to assign or transfer these Terms and to delegate any of its obligations hereunder at its sole discretion. If any part of these Terms is found void and unenforceable, it will not affect the validity of the balance of the Terms, which shall remain valid and enforceable according to its terms. The failure of Company to act with respect to a breach of these Terms by you or others shall not constitute a waiver and shall not limit Company's rights with respect to such breach or any subsequent breaches.