

# ConsumerPhysics

## General Terms of Use

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### Welcome to the Consumer Physics Family!

**Overview.** Thank you for choosing our product, the SCiO Molecular Sensor (“**SCiO**” or “**Product**”) and its related services which include, among others, all associated applications, web-sites, cloud services, developer and researchers toolkits and SDKs (jointly called the “**Services**”), provided by VeriFood Ltd. (“**Consumer Physics**”).

By using SCiO and/or the Services, you agree to the following terms and conditions (“**Terms**”) on behalf of yourself and/or the entity you represent, and you represent and warrant that you have the right, authority and capacity to accept and agree to these Terms on behalf of yourself and/or the entity you are representing. You further represent that you are of sufficient legal age in your jurisdiction or residence to use or access SCiO and/or the Services and to enter into this agreement. **Please read and review the Terms carefully.** If you do not agree with any of the provisions of these Terms, you should not use SCiO and/or the Services.

**Relation to Other Agreements.** Your purchase and use of SCiO is governed by the [Limited Warranty](#) provided with the SCiO and the warranty herein. Related software is licensed and governed by the [End User License Agreement \(“EULA”\)](#) and our [Privacy Policy](#). Additional agreements may apply to certain Services (such as, but not limited to, the SCiO Developer Toolkit).

By using SCiO and/or Services, you agree and acknowledge that you are required to follow and abide by any and all agreements, guidelines and policies, current and future, made available to you (whether through our website or otherwise) within the scope of using SCiO and/or Services.

### Using the Services

- To use the Services, you must register for a user account (“**Account**”) and provide certain information about yourself and/or the entity you represent. Your account is personal to you and/or the entity you represent and only for your use and/or the use of the entity you represent. You represent and warrant that: (i) all required registration information you submit is truthful and accurate, (ii) you will maintain the accuracy of such information. Consumer Physics is not liable for any loss or damage arising from illegitimate access to your account.
- You may not attempt to access the Services, modify them, make derivative works of, reverse engineer their algorithms or their data, or use them in any other method except via the interface and the instructions that we provide.
- You may not interfere with or attempt to tamper with the Product or Services.

- You may use SCiO and the Services only for the purposes for which they are intended and as expressly and unambiguously authorized by these Terms. All rights not expressly granted to you under these Terms are reserved by Consumer Physics.
- Consumer Physics content and Scan Data (as defined below) may not be copied, downloaded, stored, indexed, reverse engineered, replicated or shared except for such data created while using a SCiO account type that permits replication of such data (for example, a “Researcher” account). Use of existing SCiO data does not convey or imply ownership of such data under any circumstances.
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- Consumer Physics reserves the right to suspend or stop providing Services if you or anyone operating under your account do not comply with our guidelines, terms and or policies, if they are suspected of interfering with the performance of the product, or if we are investigating suspected misconduct using our products or Services.
- You shall abide by all copyright notices, trademark rules, information, and restrictions contained in the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any content or third party submissions or other proprietary rights not owned by you in any way that violates Consumer Physics’ or any third party right.

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- Consumer Physics allows third parties to develop applications using SCiO and our materials database under applicable agreements. We are not responsible for developer applications’ use of third party trademarks, copyrights or registered symbols, sourced content or external data. All third party content not produced by Consumer Physics is the sole responsibility of the entity or individual that makes the content publically available.
- Over time, Consumer Physics may provide the opportunity for you to interface SCiO and/or Services to one or more third party products and/or services (“**Third Party Products and/or Services**”). Consumer Physics is not responsible for your use of any Third Party Product and/or Service.
- Our products, services and applications may display or re-use content that does not belong to Consumer Physics. Content supplied by a third party is not warranted, guaranteed or certified by Consumer Physics to be free from errors, mistakes, or incorrect information or data.
- Services rely on or interoperate with third party products and/or services. These third party products and services are beyond Consume Physics’ control, but their operations may impact the use and reliability of the Services.

## Content That You Contribute

- By using the Services you will submit data to us ("**User Submissions**"), such as "**Scan Data**" (which includes, among others, spectra collected by SCiO, textual descriptions, quantitative data, and images) which will be uploaded to our cloud database. We may also collect personal information (for example, information you provide as part of the support process) and other content which you provide (for example, submissions to our website forums). Please review our [Privacy Policy](#) to learn how we treat private data.
- We use User Submissions to maintain, improve, and enhance our Services and products. Scan Data created and uploaded by you and by other users is stored within the materials database and is the property of Consumer Physics.
- By using the Services, you grant a non-revocable license to Consumer Physics in perpetuity all worldwide patent, trademark, trade secret, copyright or other proprietary rights to User Submissions (including, without limitation, Scan Data) and acknowledge that Consumer Physics may reproduce, enhance and use this content in any other way (including, without limitation, distribute) without any compensation to you.
- Notwithstanding the above, our Services allow developers, researchers and others to develop Scan Data for their exclusive use. If you are building a SCiO database under a relevant license (such as a "Researcher" or a "Developer" license), then you retain exclusive rights to use Scan Data submitted by you to Consumer Physics for the purpose of building SCiO applications. Consumer Physics may not use Scan Data submitted by you to create competing SCiO applications. Consumer Physics may review such data for other purposes such as, but not limited to, debug issues, to support our users or to analyze usage trends. You are solely responsible for all content that you upload or contribute to the Services. You represent and warrant that you have all rights necessary to upload all content that you submit, in the manner in which you contribute it, and that your submissions will not place Consumer Physics under any fiduciary or other obligation.
- To maintain the integrity and accuracy of the database, we require that you upload only quality and accurate Scan Data. You warrant that you will not contribute any content or otherwise use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, or any other right of third parties; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any employee or representative of Consumer Physics; (v) contains a virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program; (vi) jeopardizes the security of your Account or anyone else's Account (such as allowing someone else to log in to the Services as you); (vii) violates the security of any computer network, or cracks any passwords or security encryption codes; (viii) runs Maillist, Listserv, or any form of auto-responder or "spam" on the Services, or any processes that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services).

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## Privacy

Please review the [PRIVACY POLICY](#). The Consumer Physics' [PRIVACY POLICY](#) details how we treat your personal data (including, without limitation, Content) and how we protect your privacy when you use our products and Services. By using any or all of Consumer Physics' Services, you declare that you agree that Consumer Physics has the right to use the data and Content you provide in accordance with these Terms and our [PRIVACY POLICY](#).

## Security

Consumer Physics cares about the integrity and security of your personal information. However, Consumer Physics cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## Modifying, Updating and Terminating our Products and/or Services

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## Service Availability

Consumer Physics will make efforts to ensure the SCiO Cloud is up and running at all times. However the Services are not intended to be reliable or available 100% of the time. Consumer Physics takes no legal, financial or other responsibility for the any damages caused by the failure or delay of the Services.

## Consumer Physics' Warranties and Disclaimers

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IN ADDITION TO THE TERMS HEREIN, THE WARRANTY FOR THE PRODUCT AND SOFTWARE ARE SET FORTH IN THE LIMITED WARRANTY AND THE END USER LICENSE AGREEMENT, RESPECTIVELY. COMPLETE DETAILS OF THE WARRANTY AND RETURN PROCEDURES ARE AVAILABLE AT CONSUMER PHYSICS' INTERNET WEBSITE AT:

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## Fees and Payment

Certain aspects of the Services may be provided for a fee. You shall pay all applicable fees, in connection with such Services selected by you. Consumer Physics reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on our web site. Your use of the Services following such notification constitutes your acceptance of any new or increased charges. Any fees paid hereunder for Services are non-refundable.

## General

Consumer Physics reserves the right to modify these Terms and any and all additional terms and conditions that apply to our products and Services.

We encourage you to review the Terms regularly and will notify you of any modifications by posting updated documentation on our website.

If for any reason you do not agree to the modifications made to a particular Term for a particular product or Service, you should discontinue your use of that product or Service before the change becomes effective as per the timeline provided (Immediate effect for legal changes, 5 days from post date for other changes).

If at any time, there is a conflict between the general Terms listed here and the specific or additional terms and conditions provided for a specific service or product, the specific or additional terms and conditions will be in force in such a case.

As part of your ongoing usage of the products and/or Services, Consumer Physics reserves the right to send you updates, service announcements, pertinent account messages and other information as we deem appropriate. Some of this communication may be optional and your SCiO account can be configured to your specifications.

All of the above Terms control the relationship between Consumer Physics and you. They are personal, do not create any third party beneficiary rights and are not assignable, saleable or otherwise transferable by you. These Terms may be assigned by Consumer Physics without restriction. These Terms govern your access and use of the SCiO and Services. You may have additional legal rights, which may vary from jurisdiction to jurisdiction. The disclaimers, exclusions and limitations of liability under these Terms

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Consumer Physics reserves the right to alter product and Services offerings, specifications, and pricing at any time without notice.

The laws of the State of New York, U.S.A., excluding conflict of laws rules, will apply to any disputes arising out of or relating to these terms or our products or Services. If any particular Term is found by law to be unenforceable, that does not limit, impact or render null any other Term. Failure to comply with any or all of these Terms is ground for immediate cancellation of your account. Consumer Physics retains the right to take action against such account violations at any time.

## Disputes and Arbitration

Contact us first. If a dispute arises between us, our goal is to learn about such dispute and address your concerns. You agree that you will notify Consumer Physics about any dispute you have with Consumer Physics regarding these Terms or our products or Services by contacting Consumer Physics at least ninety (90) days before commencing any legal action under these Terms.

**Binding Arbitration.** You and Consumer Physics agree to submit any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to these Terms or your use of the Services to binding arbitration rather than by filing any lawsuit in any forum other than set forth in this section. Further you agree arbitration is final and binding. You also waive your right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may be validly made. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to your use of the Service.

**Arbitration Procedures.** You must first present any claim or dispute to us by contacting Consumer Physics to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 90 days after presenting the claim or dispute. Consumer Physics may request arbitration against you at any time after it has notified you of a claim or dispute. The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of the American Arbitration Association as modified by these Terms. The place of any arbitration will be New York, New York, USA, and will be conducted in the English language. Claims will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what these Terms provide, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or



declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you, nor Consumer Physics nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

**No Class Actions.** There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general).

**Fees and Expenses.** All administrative fees and expenses of arbitration will be divided equally between you and Consumer Physics. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing.

YOU MUST CONTACT CONSUMER PHYSICS WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

This arbitration clause shall survive termination of these Terms.

**Protection of Confidentiality and Intellectual Property Rights.** Notwithstanding the foregoing, Consumer Physics may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

Need to contact us? Visit us at [support@consumerphysics.com](mailto:support@consumerphysics.com)

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