

ORDER & PRE-ORDER TERMS AND CONDITIONS

These Terms and Conditions (this “**Agreement**”) govern the placing of orders/pre-orders with VeriFood Ltd. (“**Consumer Physics**” or “**Company**”) for the order/pre-order of the Products (as defined below).

1. **Products.** Consumer Physics may allow you to place orders/pre-orders for SCiO, SCiO Development Toolkit, SCiO Educational Kit, SCiO Development License and any additional product available at Consumer Physics’ discretion (all of the foregoing, the “**Products**”).

2. **Registration.** When placing an order/pre-order for the Products, Company may require you to provide certain information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept up-to-date. Consumer Physics shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct up-to-date contact or shipping information. You can update your information at any time prior to your product being shipped in the “my order” section of your account. Upon the placing of an order/pre-order, Consumer Physics may verify that any provided payment method is valid.

YOUR PLACING OF AN ORDER OR PRE-ORDER CONSTITUTES YOUR EXPRESS AGREEMENT TO THE CHARGING OF YOUR ACCOUNT OR THE PROVIDED PAYMENT METHOD.

3. **Payment; Shipping.** Shipping related costs and taxes, including without limitation, import duties, taxes and other government charges, are your responsibility and may be added to the purchase price of the Product/s. Approximately 120 days prior to the shipping of the Products, Consumer Physics will notify you that the Products are about to be charged and shipped. Such notification shall be considered as acceptance by Consumer Physics of your order. At any time after the provision of such notification email, Consumer Physics may charge your account or provided payment method for the purchase price of the Products and for any applicable tax, shipping and handling fees.

Consumer Physics may provide you with an estimated shipping date. **Such date is only an estimate, is subject to change, and Consumer Physics does not represent or warrant that it will be able to ship the Product by the estimated date.**

4. **Cancellation and Refund Policy.** You may cancel order at any time until the ordered Product/s is/are shipped. Cancellation shall be without penalty if an order is canceled until Consumer Physics has notified you (as per the provisions above) that the ordered Product/s will be charged and shipped. Consumer Physics may charge a \$25 cancellation fee if you cancel any order after the provision of such notification but prior to shipment of the Product/s. Such cancellation fee will be non-refundable. In the event that payment for canceled order was already made (prior to shipment) then Consumer Physics will refund to you the amount paid, less the \$25 cancellation fee. For the avoidance of doubt, any transfer fees will be borne by you.

5. **Purchases are Final once shipped:**

ONCE A PRODUCT HAS SHIPPED, TITLE AND RISK OF LOSS TO THE PRODUCT PASSES, YOUR PURCHASE IS FINAL, NON-CANCELABLE AND NON-REFUNDABLE, EXCEPT AS SPECIFIED IN THE APPLICABLE CANCELLATION POLICY AND EXCHANGE POLICY AS MAY BE SET FORTH BY CONSUMER PHYSICS AND WHICH MAY BE AMMENDED FROM TIME TO TIME AND IN ACCORDANCE WITH APPLICABLE LAW.

6. **Terms and Conditions of Sale.** The purchase of the Products and/or their use and/or related services are subject to additional terms and conditions provided by Consumer Physics, including in respect of any software included in the Products, intellectual property embodied in the Products or data collected by the Products. Consumer Physics may also post a refund/exchange policy, in its discretion, in the event that you are not satisfied with the Product. Your purchase of the Product will be subject to these terms and conditions and the refund policy.

7. **Privacy.** Please review our privacy policy at <https://www.consumerphysics.com/myscio/legal/PrivacyPolicy.pdf>. If you provide information for the order/pre-order of the Products, Consumer Physics will not use such information except as necessary or helpful to fulfill your order or as expressly set forth herein or in our privacy policy. Consumer Physics will not provide such information to third parties except as set forth herein. Consumer Physics may use provided information to create aggregate data that does not identify any specific individual or entity, and provide such aggregate data to its commercial partners on terms of its choosing. Consumer Physics may use third parties to process any provided information, even if such third parties are not located in your jurisdiction, so long as such third parties are subject to standard confidentiality arrangements. If permitted under law, Consumer Physics may use contact information that you provide to occasionally send you emails or other communications concerning the Products or other products of Consumer Physics. Consumer Physics will provide data as required by law or as requested by law enforcement. Consumer Physics may transfer data in the context of a sale of its business or part thereof. Consumer Physics will take industry-standard efforts to store your data in a confidential manner, but no method of electronic storage or transmission is completely secure.

8. **Miscellaneous.** You may not assign or transfer this Agreement or any of your rights or obligations hereunder without Consumer Physics' prior written consent. This Agreement will be construed in accordance with the laws of the State of New York, USA, and the parties consent to the exclusive jurisdiction of the competent courts in New York, NY with respect to any disputes arising hereunder. Company may provide any notification required hereunder to the email address you provided as part of the order/pre-order registration.