

TERMS AND CONDITIONS

Welcome to Kampfire, operated by Obrecsys IL Ltd. (“**Kampfire**”, “**Company**”, “**our**”, “**we**” or “**us**”). As used herein, the terms 'you', 'your', and/or 'yourself' refer to you, a user/visitor/browser of our online services (“**Platforms**”), whether registered under an account or not.

These Terms and Conditions govern your use of our Platforms and Services operated by Kampfire. Please also read our Privacy Notice, available [here](#), that governs your use of our Services and explains how we collect, safeguard and disclose information that results from your use of our Platforms, which together with these terms and conditions shall be referred to as, the “**Terms**”.

When we use the Term “Audience” in these Terms we refer to individuals who use our Platforms and Services.

BY USING OUR SERVICES, YOU AGREE TO THESE TERMS. PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH (OR CANNOT COMPLY WITH) THESE TERMS, YOU MAY NOT USE OUR SERVICES.

1. SERVICES

Kampfire has partnered with certain event organizers in order to easily create personal photo albums of event attendees. When you attend our business partners' events, Kampfire will use its proprietary facial recognition algorithms to identify and group all the photos taken of you at such events, to a personal online album and will allow you to browse and share your photos from the event (“**Services**”).

2. ACCOUNT

In order to use our Services, you will need to register for an account with us. When you create an account with us, you guarantee that you are above the age of 18 and in case you are registering to the Services on behalf of a corporation or other legal entity you have full corporate power to obligate such entity, and that the information you provide us is accurate, complete, and current at all times. You may also create an account by using the "Sign up" button to sign up with your Apple, Facebook or Google account.

You are solely responsible for the activity that occurs under your account, and for keeping your password or other authentication credentials secure and confidential.

You must notify us immediately of any change in your eligibility to use the Services, or if you suspect a breach of security or unauthorized use of your account.

All Services provided by Kampfire may be used for lawful purposes only. Note that, transmission, storage or presentation of any information, data or material in violation of any federal, state or county law is strictly prohibited .

Notwithstanding anything to the contrary in these Terms, Kampfire may temporarily suspend your access to any portion or all of the Services or terminate your account or right of accesses to the Services if: (i) Kampfire reasonably determines that (A) there is a threat or attack on any of our Platforms or IT infrastructure; (B) you are using our Platforms or Service for fraudulent or illegal activities or not in accordance with our Terms and Policies; or (C) Kampfire's provision of the Services to you or authorized users is prohibited by applicable law; (ii) any vendor of Kampfire has suspended or terminated Kampfire's access to or use of any third-party services or products required to enable you to access the Services.

Kampfire will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of a Service suspension. Kampfire reserves the right to publicly acknowledge or disclose which companies/entities have created an account on the Platforms for the purposes of marketing or sales materials.

3. LICENSE GRANT

Subject to the terms of these Terms, Kampfire grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use our Services solely to (a) create your personal photo albums from events you've attended and/or (b) save or share your photos and albums.

4. LICENSE RESTRICTIONS

You shall not:

- Copy the Platform and/ or the Services or any part thereof, except as expressly permitted by these Terms;
- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Platform;
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Platform or any part thereof;
- Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Platform, including any copy thereof;
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Services, or any features or functionality of the Platform or Services, to any third party for any reason, including remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Platform or Services.

5. RESERVATION OF RIGHTS

You acknowledge and agree that the Platform and Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the Platform and Services under these Terms, or any other rights thereto other than to use the Platform and Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Terms. Kampfire reserves and shall retain its entire right, title, and interest in and to the Platform and Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.

6. FEEDBACK

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("**Feedback**"). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

7. COLLECTION AND USE OF YOUR INFORMATION

You acknowledge that when you use the Platform and Services, Kampfire uses automatic technological means to collect information about you your device and about your use of the Platforms and Services. You also may be required to provide certain information about yourself

as a condition to using the Services or certain of its features or functionality, and the Platform may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Platform and Services is subject to our [Privacy Notice](#). By using and providing information to or through our Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.

8. UPDATES

Kampfire may from time to time in its sole discretion develop and provide updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Kampfire has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You agree that all Updates will be deemed part of the Services and be subject to these Terms.

9. THIRD-PARTY SERVICES

The Platforms and Services may display, include, or make available third-party content, including data, information, applications, and other services or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Services**"). You acknowledge and agree that Kampfire is not responsible for Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Kampfire does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

10. INTELLECTUAL PROPERTY RIGHTS

Our Platforms and its entire content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, UX, UI and "look and feel" selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Accordingly, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any part of the Platforms or the material published thereon. These Terms do not grant you a right to Company's intellectual property, but only a right for personal or internal businesses use, limited and revocable in accordance with these Terms, and any right that has not been expressly granted to you in accordance with these Terms is reserved by the Company and its licensors. For the avoidance of doubt, no provision of the Terms constitutes a waiver of the Company's intellectual property under any law.

Kampfire does not claim ownership of the content you share with us through the account but will be entitled to take any action necessary with regard to such content and information in order to provide the Services, including copying for backup, caching, and transfer to service providers and all other action that will be necessary at the sole discretion of Kampfire.

In legal language, by submitting or posting content on or through the Platforms, you grant us a worldwide, non-exclusive, royalty-free license to use, copy, reproduce, process, sell, adapt, modify, publish, transmit, display such content and information for the purpose of providing you with the Services.

11. TRADEMARKS

The Company name, and all related names, logos, product and service names, designs, and slogans belong to or are trademarks, tradenames or service marks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company.

12. DIGITAL MILLENNIUM COPYRIGHT ACT

We respect the intellectual property rights of others and require that the people who use our Services do the same. We may terminate the privileges of users who infringers of intellectual property rights. If you are a copyright owner and believe that any content posted on our Services infringes upon your copyrights, please provide our designated copyright agent the following written information in accordance with the Digital Millennium Copyright Act (the “DMCA”):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit location of the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our DMCA designated copyright agent for notice of claims of copyright infringement on the Service is our General Counsel, who can be reached as follows:

Obrecsys IL Ltd
Attn: Legal Department
Bldg C, Ste C
3349 Hwy138Wall, NJ 07119
US

13. CONFIDENTIALITY

We understand that you (the “**Disclosing Party**”) has disclosed or may disclose personal or financial information relating to the Disclosing Party’s (the “**Proprietary Information**”). Proprietary Information includes non-public data provided by you to Kampfire to enable the provision of the Services. Kampfire agree to take reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after two (2) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by its prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

14. TERM AND TERMINATION

The Term of our engagement under these Terms commences when you start using our Services and will continue in effect until terminated by you or KampfFire as set forth in this Section 15.

You may terminate these Terms by deleting your account.

KampfFire may terminate these Terms at any time at its sole discretion. In addition, our engagement under these Terms will terminate immediately and automatically without any notice if you violate any of the terms and conditions in these terms.

Upon termination:

- All rights granted to you under these Terms will also terminate; and
- You must cease all use of the Services and delete your account.

Termination will not limit any of Company's rights or remedies at law or in equity.

15. DISCLAIMER OF WARRANTIES

We shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Us or by third-party providers, or because of other causes beyond KampfFire's reasonable control, but We shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

HOWEVER, WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, RELIABILITY, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL KAMPFFIRE OR ITS SUPPLIERS BE LIABLE TO YOU (OR ANY PERSON CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THESE TERMS, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THESE TERMS OR OTHERWISE ARISING FROM THESE TERMS, INCLUDING WITHOUT LIMITATION, (I) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (II) LOST BUSINESS OR (III) LOST SALES, OR (IV) LOST OF DATA, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF KAMPFFIRE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

SUBJECT TO AFORESAID ABOVE, THE TOTAL LIABILITY OF KAMPFFIRE OR ITS SUPPLIERS, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, WILL NOT EXCEED, THE AMOUNT OF US \$1,000. THE FOREGOING LIMITATIONS WILL

APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. INDEMNIFICATION

You agree to indemnify, defend and hold Kampfire and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

18. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

19. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law provisions.

20. NO WAIVER

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on the Platforms or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

21. WAIVER OF CLASS ACTIONS

You acknowledge and accept that claims brought against Kampfire shall be only on an individual basis and not as a plaintiff or class member in any possible future class or representative action or similar proceeding. Unless otherwise agreed by you and Kampfire, you may not adjoin or consolidate any claim with more than one person; and you may not otherwise supervise or take over any form of a class, representative or consolidated proceeding.

22. WAIVER OF JURY TRIAL

The parties herein waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes be resolved by a competent judge.

23. CHANGES TO SERVICES

We reserve the right to withdraw or amend our Services, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Services, or the entire Services, including registered users.

24. CHANGES TO THESE TERMS

You can review the most current version of these Terms at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our Platforms. Your continued use of or access to our platforms or the Services following the posting of any changes to these Terms constitutes acceptance of those changes.

25. CONTACT INFORMATION

Questions about these Terms should be sent to us at info@obrecsys.com.