

SMARTAP TERMS OF SERVICE

SmarTap's eValve is the world's next generation shower system ("**Product**"), a powerful and unique way to control your entire water system.

SmarTap' Services include a mobile application which enables users ("**You**", "**Your**" or "**Users**") to remotely connect with the User's SmarTap's eValve – for the purposes of (i) controlling the Product, or (ii) any other services related thereto. These terms outline the Product related services under our Website and unique Mobile App (the "**Services**"). Along with purchasing the Product, you received Terms of Use regarding installing and using the Product at your own home. You acknowledge and agree that the Terms of Use you received with the Product are incorporated by reference into these Terms and Conditions.

These Terms and Conditions (these "**Terms**") constitute a legal agreement between SmarTap and yourself. By accessing or using the SmarTap Internet site located at <http://www.smartap-tech.com> ("**Site**" or "**Website**"), purchasing the Product or downloading and using our mobile app ("**Mobile App**") you agree that you have read, understood, accept and agree to be bound by these, which together with our privacy policy govern SmarTap' relationship with you in relation to this website and the Mobile App. SmarTap's Mobile App is intended to be used solely with SmarTap's Product. SmarTap reserves the right to modify these Terms at any time, and without actual notice to you. By entering and/or using this Website/Mobile App following any modification to the Terms, you agree to be bound by any such modification to the Terms.

If you disagree with any part of these Terms, please do not use our Website and our Mobile App.

The term 'SmarTap' and/or 'us' or 'we' refers to the owners of this website and the Mobile App and their affiliates and subsidiaries, and is used only for convenience and not intended to be an accurate description of ownership, operation or corporate/legal relationships. The term 'you' refers to the user or viewer of our website.

The use of this Website and/or Mobile App is subject to the following terms of use:

1. SMARTAP'S PRODUCT IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THE SERVICE OR PROVIDE SMARTAP WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. If You are 13 or older but under the age of 18, You represent that You have reviewed these terms and conditions with Your parent or legal guardian to make sure that You and Your parent or guardian understand these Terms and Conditions. If You are a parent or guardian permitting a person under the age of majority in his or her resident jurisdiction (a "**minor**") to use SmarTap's Product and /or Mobile App and / or Website, You agree to: (i) exercise supervision over the minor's use of SmarTap's Product and /or Mobile App and / or Website; (ii) assume all risks associated with the minor's use of SmarTap's Product

and /or Mobile App and / or Website, including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume all liabilities resulting from the minor's use of SmarTap's Product and /or Mobile App and / or Website, including applicable payment obligations; (iv) ensure the accuracy and truthfulness of all information submitted by the minor; and (v) provide the consents contained in these Terms and Conditions on behalf of the minor.

2. We may ask You to confirm that You have had Your Parent's or guardian's permission and that they have agreed to these Terms and Conditions on Your behalf, and even if we do not do this, we shall assume that this is the case and will provide the Service on this basis.
3. SmarTap's Website is intended to provide general information about SmarTap to potential customers, business partners, investors, and employees. Such information about SmarTap may include, without limitation, a description of its products and services, financial performance, and potential employment opportunities.
4. SmarTap is the sole owner of all content on the Website and the Mobile App including, without limitation, all trademarks, copyrights (including, but not limited to, design, layout, look, appearance and graphics, selections, collections, compilations, and arrangements), and other intellectual property rights thereto. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms.
5. SmarTap is the owner of several patents, trade names, copyrights, trade secrets and other intellectual property rights. Such rights are the sole property of SmarTap, and the mention of products or services which are subject to such rights in this Website and/or Mobile App does not grant any license to use such intellectual property rights by any third party. The Website and / or Mobile App themselves, and all the trade marks, copyright, database rights and other intellectual property rights related to it belong to SmarTap.
6. You may use the Website and/ or Mobile App for your own personal use in respect of your domestic Product only provided that You comply fully with this Terms and Conditions. You are not allowed to copy, disseminate or modify the Website/Mobile App, any part of the Website/ Mobile App, or our trademarks in any way. You are not allowed to attempt to extract the source code of the Website/ Mobile App or translate the Website / Mobile App into other languages, or make derivative versions. You shall not interfere or attempt to interfere with the operation or use of SmarTap's Product, Website and / or Mobile App, in any way through any means or device including, but not limited to, spamming, hacking, and uploading computer viruses or time bombs, or any other means. You may not use any automated tool other than software and hardware approved by SmarTap.
7. Permission to access Customer's Mobile Device Features. After downloading SmarTap's Mobile App to your mobile device, the Mobile App may ask you to access different features on your mobile device. This permission is required in order to enable the Mobile App to perform its services. Permission is required regarding the following features: (a) Wi-Fi - in order for the Software to connect with Product; (b) BLE –in order for the Software to connect with Product; (c) personal data and

details –in order to tailor the Mobile App to the your needs – please see in addition our Privacy Policy; (d) GPS–in order to obtain your mobile device location (at the time of the Product installment); (e) camera/pictures–in order to apply a friendly user interface; (f) allow push notifications–in order to get real time notification; (g) email access–in order to verify users, and communicate with the user.

8. The Service is made available to you through the Mobile App and includes (i) the Mobile App; (ii) any software that is made available to you by SmarTap and accessed by you in connection with the Service; (iii) the products, services, and features made available or provided to you by SmarTap at its discretion in connection with the Service; and (iv) the content, text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, trademarks, service marks and logos, contained in or made available through the Service.
9. In addition, the Service through the Mobile App and the communication with the Product installed at your place are made available to you as long as you have a connection to the Internet (Wi-Fi or 3G). Connecting to the Internet is your responsibility and on your own expense, according to the terms with your internet service provider.
10. SmarTap reserves the right to make changes to the Website / Mobile App or to charge for its services, at any time and for any reason. We will never charge you for the Website / Mobile App or its services without making it very clear to you exactly what you're paying for.
11. Your use of any information or materials on our Website / Mobile App is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
12. Unauthorized use of this Website/Mobile App may give rise to a claim for damages and/or be a criminal offence.
13. From time to time this Website / Mobile App may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the websites. We have no responsibility for the content of the linked websites. It is your sole responsibility to comply with the appropriate terms of service of the Linked Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security, and export laws related to the use of such Linked Sites and any content contained thereon. You should be aware that the privacy policies at the Linked Sites will be different from the privacy policy governing the SmarTap Website (see SmarTap Privacy Policy). SmarTap reserves the exclusive right, at its sole discretion, to add, change, decline, or remove, without notice, any feature or link to any of the Linked Sites from its Web Site and/or introduce different features or links to different users.
14. Unless specifically requested, SmarTap does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Website/Mobile App, any of its services, by e-mail, or in any other way. By submitting or sending information or other material to SmarTap you represent and warrant that the information is original to you and that no other party has any

rights to the material. By submitting or sending information or other material to SmarTap, you grant SmarTap the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also warrant that any "moral rights" in posted materials have been waived. You agree and acknowledge that by using this Website/Mobile App, any and all communications and/or information transmitted by you to or through the Website/Mobile App will not be treated as confidential or proprietary. You agree to defend, indemnify and hold SmarTap and its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Website / Mobile App or the placement or transmission of any message, content, information, software or other materials through the Website / Mobile App by you.

15. At some point we may wish to update the Website / Mobile App. The Mobile App is currently available on Android and iOS – the requirements for both systems (and for any additional systems we decide to extend the availability of the app to) may change, and you'll need to download the updates if you want to keep using the Mobile App. SmarTap does not promise that it will always update the Mobile App so that it is relevant to you and/or works with the iOS/Android version that you have installed on your device. However, you promise to always accept updates to the application when offered to you, we may also wish to stop providing the Mobile App, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the Mobile App, and (if needed) delete it from your device.
16. The Website and/or Mobile App and SmarTap's Services are provided on an AS IS basis without warranties of any kind from SmarTap. Because use of SmarTap's Product involves hardware, software, and Internet access, Your ability to use SmarTap's Product may be affected by the performance of these factors. You acknowledge and agree that complying with such system requirements, which may be changed from time to time, are Your responsibility and that Your use of any third party service are subject to the terms and conditions of use established by the respective third party service providers.
17. SMARTAP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE, AND/OR SERVICES AND/OR PRODUCT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. SMARTAP DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED,: (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE, CONTENT AND SERVICES; OR (II) THAT THE WEBSITE/MOBILE APP,

SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE WEBSITE AND/OR MOBILE APP AND SERVICES.

18. SmarTap is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software due to technical problems or traffic congestion on the internet or on the Services and/or Site, including any injury or damage to users or to any person's computer or mobile device related to or resulting in connection with the use of the Website, Mobile App, SmarTap Product and/or Services.
19. You acknowledge that remotely operating the Product will require the use of electricity and, if operated over a prolonged period, it might be subject to risks including fire resulting from overheating, defects, short circuits, etc. To the extent permitted by law, including the Israeli Consumer Law, the User will be solely responsible for any damages arising from such risks and agrees to hold SmarTap harmless from such damages.
20. You may use the Product and the Mobile App and / or the Website only according to these Terms and Conditions and according to any instructions given to you with the purchase of the Product. SmarTap shall not be liable regarding any forbidden and / or reckless and / or malice use of the Product and the Mobile App and / or the Website, which may cause damage (direct, indirect, incidental, special etc.) to the Product and the Mobile App and / or the Website and / or the location where the Product is installed, other than the warranties SmarTap must provide to you in accordance with the Israeli Law.
21. IN NO EVENT SHALL SMARTAP OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICES AND / OR PRODUCT, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SITE OR THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SMARTAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. SMARTAP MAKES THE SITE AND THE SERVICES AVAILABLE SOLELY PURSUANT THIS LIMITATION OF LIABILITY.
22. Termination. These "Terms and Conditions" are effective until terminated. You can terminate this Agreement at any time. Moreover, SmarTap may terminate this Agreement at any time by providing reasonable prior written notice. SmarTap is entitled to terminate this Agreement at any time and without observing any notice period if:
 - o You are in breach of these Terms and Conditions; and

- You have clearly demonstrated (regardless of whether directly or through Your actions or statements or otherwise) that You do not intend to comply with these Terms and Conditions.
- 23. Upon termination of this Agreement, You must cease all use of the SmarTap's Service, use of Mobile App and / or Website.
- 24. Miscellaneous These Terms shall be governed by the law of the State of Israel, exclusive of its choice of law rules. Any action to be brought in connection with these Terms or the Site shall be brought exclusively in the competent courts in the city of Tel-Aviv/Jaffa, and you irrevocably consent to their jurisdiction.
- 25. These Terms constitute the entire agreement between SmarTap and you pertaining to the subject matter hereof. Nothing contained in these terms shall be construed to limit the actions or remedies available to SmarTap with respect to any prohibited activity or conduct. Non enforcement of any term of these Terms does not constitute consent or waiver, and SmarTap reserves the right to enforce such term at our sole discretion. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. These Terms are for the benefit of SmarTap (and respective assignees), all of which shall have the right to assert and enforce its provisions against you directly on its own behalf.