

TERMS OF USE

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THESE TERMS OF USE CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS. THE FOLLOWING DESCRIBES THE TERMS ON WHICH THE COMPANY OFFERS YOU ACCESS TO OUR WEBSITE.

These Terms of Use (“**Terms**”) are a legal agreement between you and VVT Med Inc., a Canadian corporation, and its wholly-owned subsidiary, VVT Med Ltd., an Israeli company located at 6 Hasadna st. Kfar-Saba, 4442405 Israel, which is the legal Manufacturer of the devices featured on this Website (collectively referred to as the “**Company**”, “**we**”, “**us**”, or “**our**”), relating to the website at www.vvtmed.com (the “**Website**”).

By using our Website, you agree to comply with and be legally bound by the Terms. By agreeing to the Terms you further agree to our Privacy Policy available at www.vvtmed.com that is incorporated herein by reference.

Accessing and/or using our Website is the equivalent of your signature and indicates your acceptance of the Terms and that you intend to be legally bound by the Terms. If you do not accept and agree to be bound by the Terms you must not access or use the Website.

If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its employees to the Terms. Organizations, companies, and businesses may only use our Website as entities or through individual members with the prior written authorization of the Company.

You agree that it is solely your responsibility to ensure that your access to and use of the Website complies with the laws of your jurisdiction.

We reserve the right at any time and from time-to-time to modify, edit and update these Terms and any of our policies. You should review these Terms and all policies regularly to make sure that you are aware of any changes. Your access and use of the Website on and after the date on which we post any revised version of the Terms or any policies constitutes your acceptance of the Terms as revised as well as of any revised policies.

You are responsible for all software, hardware, services (such as Internet service), and equipment necessary to access and use the Website, including all related expenses, if any.

Product Information and Intended use.

All products descriptions, functions, and performance claims provided on this website are intended solely for the **Intended Use** of the products as cleared or approved by applicable regulatory authorities. Any information regarding our medical devices is provided for general informational purposes only and must be used in strict accordance with the official Instructions for Use (IFU) and authorized labeling accompanying the products.

Your Conduct

When using the Website and in all activities relating thereto, you agree not to do any of the following:

- download, copy, or re-transmit any or all of the Website without, or in violation of, a written license or agreement with us;
- use the Website in any manner that could disable, overburden, damage or impair the Website or interfere with any other party's use of the Website including their ability to engage in real time activities through the Website;
- use any robot, spider, other automatic device process or means, or similar data gathering, data mining, or extraction methods to access the Website for any purpose including monitoring or copying any of the material on the Website;
- use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the web/Internet;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the web/Internet or the server on which the Website is hosted;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- promote, suggestion, or encourage any **'Off-Label'** use of the Company's products. Users (including healthcare professionals and Company representatives) are strictly prohibited from using the Website's interactive features to advertise or discuss uses, patient populations, or clinical indications that have not been expressly cleared or approved by relevant regulatory bodies;
- attempt to interfere with the proper working of the Website, including but not limited to through hacking, ransomware, or other attacks upon the Website provided by and function of the Website;
- use the Website to fraudulently misrepresent yourself, impersonate another person, engage in false advertising; to defraud or defame any person, or to engage or otherwise participate in any ponzi scheme, pyramid scheme, chain letter, unsolicited bulk or commercial emails, or to collect any personal or personally identifiable information from any user of the Platforms with that person's knowledge or consent;
- distribute the content of the Website for any purpose including without limitation compiling an internal database, redistributing or reproduction of the content by the press or media, or through any commercial network, cable or satellite system;
- post or transmit any content or submissions, about yourself or another person or entity, including any messages, ads, data, images, text illustrations, articles, photographs, or audio or video clips that might be considered by a reasonable person to be obscene or that contain racial, ethnic, religious slurs or derogatory epithets, or that advocate violence or hate, is threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, harassing in nature, profane or indecent material of any kind including without limitation any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or violate any local, state, provincial, territorial, federal or other law, infringe any person's privacy or personal information, identify or make it easy to identify a child, or any child or other person's present or future location, that contain language that is otherwise deemed offensive by us, or that contains software viruses, corrupted data, cancel bots, commercial solicitations, or mass mailings or any form of "spam";
- use the Website in any manner that promotes and/or enables illegal or unlawful activities;
- permit, allow or do anything that would infringe or otherwise prejudice our proprietary rights or the rights of our licensors, or allow any third-party to access the content,

- including without limitation, intellectual property, privacy, publicity or contractual rights,
- use the Website other than for its intended purpose, or in any manner not expressly permitted in these Terms;
 - remove any copyright, trademark, or other proprietary rights notice from the Website or any content thereof;
 - create a database by downloading and saving content from the Website;
 - delete or revise any content on the Website;
 - transmit, disclose, collect or store personal information about others;
 - attempt to defeat any security measures that we take to protect the Website;
 - violate any local, municipal, provincial, national, or other law or regulation, or any order of a court;
 - use manual or automated software, devices, scripts, robots or other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other Website contained in the Website, or use automated scripts to collect information or otherwise interact with the Website;
 - use the Website to transmit, distribute, post or submit any information concerning any other person or entity, without their permission, including without limitation, photographs, personal contact information, or credit, debit, calling card or account numbers;
 - use the Website in connection with the distribution of unsolicited commercial email (“spam”);
 - “stalk” or harass any other user of the Website or collect or store any information about any other user other than for purposes of transacting with one another;
 - use the Website for medically inappropriate purposes or other inappropriate purposes; or
 - advocate, encourage, or assist any third party in doing any of the foregoing.

The foregoing is merely a list of examples of prohibited conduct. The Company reserves the right to cancel a user account or take other appropriate actions in its sole discretion in response to any inappropriate conduct, or for no reason at all.

Unauthorized use, such as is set out above, is a material breach of these Terms, and may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

You hereby represent and warrant to us that you will utilize the Website and any Content, Data or other information provided to you thereby in accordance with applicable laws, being those laws applicable to the Website and those laws that are applicable in accordance with the jurisdiction where you are located. The foregoing obligation includes, but is not limited to, compliance with privacy and data security laws.

Children's Privacy

We are committed to protecting the privacy of children. The Website is not intended or designed for children. We do not collect personally identifiable information from any person we actually know is a child.

Age

To use the Website, you must be 18 years of age or older.

AS A CONDITION OF YOUR USE OF THE WEBSITE, YOU WARRANT THAT: (1) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; (2) YOU POSSESS THE LEGAL AUTHORITY TO CREATE A BINDING LEGAL OBLIGATION; (3) YOU WILL USE THE WEBSITE IN ACCORDANCE WITH THE TERMS; (4) ALL SUBMISSIONS AND OTHER INFORMATION SUPPLIED BY YOU ON THE WEBSITE IS AND WILL BE TRUE, ACCURATE, CURRENT

AND COMPLETE; AND (5) YOU ARE NOT ACCESSING OR USING THE WEBSITE ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY.

We retain the right, at our sole discretion, to deny access to anyone to the Website at any time and for any reason, including, but not limited to, for violation of the Terms. You will cease and desist from any such access or use immediately upon our request.

Governing Laws

The Company is subject to the laws of the Province of Ontario and other applicable Canadian federal and provincial laws, including privacy laws.

Your use of the Website must comply with all applicable federal, provincial and territorial laws, regulations, and ordinances, as well as the laws of the jurisdiction where you reside and those laws applicable to your use of the Website.

Electronic Messages.

If you provide us with contact information through our Website, you agree that we may send you electronic messages (via e-mail or other contact information provided by you) solely to respond to your specific inquiry or request.

Promotional or marketing-related electronic messages will be sent to you only if you have provided your explicit opt-in consent (e.g., by checking a separate box). You have the right to withdraw your consent for promotional messages at any time by using the 'Unsubscribe' link in any marketing email or by contacting us at info@vvtmed.com.

If you provide any personal information in your communications with us, you do so at your own risk and acknowledge that electronic messages may not be secure.

Content

No commercial use or commercial redistribution of any content of the Website (the "**Content**") is permitted, unless expressly pre-approved and permitted by the Company in writing.

We do not enforce editorial control over or responsibility for Content provided by third parties or users, and any opinions, statements, products, Website or other information expressed or made available by third parties (including users, or medical researchers, experts, professionals or specialists) on the Website are those of such third parties. We make no representations about the accuracy or reliability of any opinion, statement or other information provided by any third party or user, and do not represent or warrant that your use of the Content displayed or referenced on the Website will not infringe rights of third parties not owned by or affiliated with the Company.

We Are Not Responsible for Any External Content

Third party input into Content or the Website, or that is linked to via the Website in apps, websites or any other environment or format (collectively "**External Content**"), are outside of our control. We do not control, endorse, verify the availability, truth or accuracy of, or review any External Content, and we are not responsible for such External Content, whether or not any link or reference thereto is incorporated in the Website. The External Content contained in any third party apps, websites, information,

or software to which a link is provided in the Website are those of the companies or individuals responsible for such External Content and cannot be attributed to the Company. We do not warrant, nor are we in any way responsible for, information, software, data, or privacy policies, or any terms of use related or pertaining to External Content. By using the Website, you expressly release the Company from any and all liability arising from your use of any External Content. Accordingly, when you leave the Website or submit information to any External Content accessible from the Website, the terms and conditions, privacy policy and other policies relating to such External Content will apply to you.

Dealings with Third Parties

You acknowledge and agree that any dealings with third parties, including any merchants or advertisers, found on, or through, any Website, are solely between you and the third parties. You agree we shall not be held responsible in any way whatsoever for any loss or damage of any kind incurred through your interaction with any third parties.

We may engage third party service providers to assist with the provision of the Website. For example, third party service providers may store information or provide Content via their platforms, and if we obtain your credit card information or require fee payments, we may employ third party payment processors to receive such information and process payments therewith. We shall not be responsible for the activities of any such third-party service providers and such third-party service providers may require you to agree and comply with their terms (including license terms), and policies. You bear all responsibility and liability relating to such terms, conditions and policies and your compliance therewith. You agree we shall not be held responsible in any way whatsoever for any loss or damage of any kind incurred through your interactions with any third party service providers.

You Agree That We May Send You Electronic Messages

If you provide us with contact information or indicate that we can send you information on the Website, you agree that we may send you (via e-mail, mobile telephone or other contact information provided by you) electronic messages. If you provide any personal or personal health information regarding yourself or any third party in any communication with us, you do so at your own risk, and acknowledge that electronic messages may not be secure. You also understand and agree that by receiving electronic messages you will be charged by your wireless or internet provider, and that such electronic messages may be generated by a third party service provider.

Risk of Transferring Information via the Internet

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to or from the Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in the Website.

Intellectual Property Rights

We own or license all rights to the Website. We hereby grant you a non-exclusive, revocable, and non-assignable license right to access and use the Website in accordance with the Terms for the time period during which such Website is made available to you by the Company, solely for your personal use if you are an individual, or for the internal use of your company or organization if you are a company or organization. You may not use any of the Website for any commercial purpose, excepting for

internal purposes of your company or organization if you are a company or an organization. Use by a company or organization does not extend to any right to copy any Content.

We reserve the right to terminate or suspend your right to use the Website at any time and at our sole discretion. You cannot transfer this license, or sublicense this license, to someone else. You and other users and account holders can use the Website as permitted by the Company.

All right, title and interest in and to the Website, together with all intellectual property rights therein and relating thereto, are the property of the Company or our affiliates or licensors, subject to applicable laws. We have rights in all Content, and all text, software, algorithms, interfaces, and any enhancements or derivative works relating to the Content or the Website, as owner or licensee, including

all copyright, trade secrets, industrial designs and other intellectual property rights relating thereto. You agree not to infringe our intellectual property rights or to assist or induce any other person or entity to infringe our intellectual property rights.

You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the Content or the Website, or any portion thereof, without our prior written consent. You may, however, use the Website as it is designed and intended to be used.

You Must Ask Our Permission to Use Trademarks

The brands, marks, service marks, logos, product and service names, and other trademarks in the Website (the "Trademarks") are owned or licensed to the Company. If you would like to use or display any Trademark, you must ask for our permission. You agree not to display or use in any manner the Trademarks without our prior written permission. Any use you are permitted by our prior written authorization to make use of any Trademarks must be in accordance with any use guidelines we publish, as well as any other guidelines we provide to you, and all benefit therefrom shall accrue to us or our licensors. All Trademarks on the Website are the property of their respective owners, and nothing in the Terms grants you any rights whatsoever in such Trademarks.

You Agree Not to Access, Attempt to Access, or Use Our Data Without Our Permission.

You agree not to access, attempt to access, request access or use of any Content, Website or any of our data relating to any of the foregoing (collectively the "Data"), without our prior written authorization. This means that you agree not to download, upload, post, license, disclose, modify, translate, decompile, copy, distribute, reverse engineer, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the Data, in whole or in part, in any form or by any means, unless expressly permitted herein or you have our prior written authorization to do so. Moreover, you shall not, nor shall you permit any third party or person to, disable, circumvent, or otherwise avoid any security device, digital rights management, mechanism, protocol, or procedure implemented by the Company for use of the Data or the Website.

Contact Us if You Believe Materials on the Website Infringe Your Copyright

If you believe any materials accessible on or from the Website infringe your valid and enforceable copyright, you may request removal of (or access to) those materials (or access thereto) from us by contacting us and providing us with information. We will review the information that you provide

and may undertake the removal of such materials if it is within our ability to do so, at our sole discretion in accordance with applicable laws.

Monitoring

You acknowledge and agree that the Company has no obligation to monitor the Website or any Content, Submissions, Data or other information accessible through the Website, but it does have the right to monitor any Website and any Content, Submissions, Data or other information accessible through the Website. We may undertake such monitoring pursuant to law, regulation or other reasonable governmental requests, as well as pursuant to our own interests, at our sole discretion.

Feedback

Should you provide any feedback or commentary to us relating to the Website, our business or otherwise (collectively the “Feedback”) you hereby assign all rights, title and interest in and to such Feedback to us, including but not limited to all intellectual property rights therein and relating thereto, and you further hereby waive all moral rights therein in our favour. We reserve the right to utilize such Feedback in any manner, or to decline to utilize the Feedback in any manner, at our sole discretion. For clarity, you will not have any rights, title or interest in any use made of the Feedback, including but not limited to, any products or Website developed from the Feedback.

Submissions

You agree that you will not upload or transmit any communications or content, or provide us with any information, of any type that infringes or violates any rights of any party. The personal information you submit to us, or that you allow us to obtain from any third party, is governed by the Privacy Policy available on the Website, the terms of which shall govern in the event of any inconsistency with the Terms and if you provide us with any personal information of any third party you hereby represent and warrant that you have all requisite consents to provide us with such information for use in accordance with this Terms and our Privacy Policy.

All submissions you provide shall be in accordance with instructions in the Website and any other submissions guidelines we may provide.

You give us rights in what you submit.

With the exception of any personal data or information you submit (which shall be maintained in accordance with our Privacy Policy and with applicable Canadian and provincial privacy laws, rules and regulations), if you make any submissions on, to or through the Website, including but not limited to data, questions, comments, posts, suggestions, ideas, concepts, techniques or inventions (the “Submissions”), you make such Submissions without any restrictions or expectation of compensation or of confidentiality, and you agree that your Submissions may be used without restriction for any purpose whatsoever, within the Website or externally from the Website, and you automatically grant, or have obtained rights from the owner of such Submissions and the intellectual property relating thereto to automatically and expressly grant, the Company a royalty-free, perpetual, irrevocable, worldwide, nonexclusive license right, with a right of sublicense, to freely use the whole or any portion of such Submissions in any way, commercial or otherwise, and for any purpose whatsoever, including the right to copy, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, publicly perform or display (in any media or form now known or hereafter developed), create improvements and derivative works from, develop inventions from and manufacture, sell, lease or otherwise use such inventions, marketing any

product or service relating to or developed from the Submissions, communicate to the public, or otherwise use the Submissions. You further waive any and all of your moral rights in the Submissions in favour of the Company, and have caused any other owner of such Submissions and the intellectual property relating thereto to waive their moral rights in the Submissions in favour of the Company. All Submissions will be treated as non-confidential and nonproprietary at our sole discretion.

Do not provide any Submissions to us if you don't want to give us rights to the Submissions.

Termination

Your permission to use the Website ends immediately if you violate any of clause or section of the Terms. We may place limits on, modify, or terminate your right to access and use Website and/or Content at any time without notice or liability, at any time and for any or no reason in our sole and absolute discretion. This suspension or termination may involve the deletion of information, files, and other previously available Content, Data and/or Submissions. We reserve the right to terminate your rights to the Website without any notification to you, in our sole discretion. In the event your account is suspended or terminated, you will be contacted via email.

The restrictions imposed on you with respect to the Website, the disclaimers, and limitations of liabilities set out in this Agreement and other sections that by their nature survive, shall survive termination of this Agreement. We shall not be liable to you or to any third party for such termination.

You may terminate the Terms: (i) in accordance with any subscription agreement or other agreement in place relating to the provision of the Website to you; (ii) in accordance with any written authorization from us for termination that we provide after you provide us with a written request for termination; or (iii) if you are only accessing our website and do not have any account at any time, with immediate effect by ceasing use of the Website and uninstalling and removing all local software components thereof, if any, from your systems, including removing the Website from your mobile device, if applicable.

No Warranties

THE WEBSITE IS PROVIDED "AS IS". NEITHER WE, NOR ANY OF OUR LICENSORS, MAKE ANY EXPRESS WARRANTIES, AND WE AND EACH OF THEM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE, NOR ANY OF OUR LICENSORS, MAKE ANY WARRANTY THAT CONTENT OR WEBSITE SATISFY GOVERNMENT REGULATIONS. NEITHER WE, NOR ANY OF OUR LICENSORS, MAKE ANY REPRESENTATION CONCERNING THE WEBSITE OR CONTENT WHEN USED IN ANY COUNTRY. NEITHER WE, NOR ANY OF OUR LICENSORS, MAY BE HELD LIABLE UNDER THE TERMS FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY KNOWS OR SHOULD KNOW THAT OTHER DAMAGES ARE POSSIBLE, OR THAT DIRECT DAMAGES ARE NOT A SATISFACTORY REMEDY.

SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, WE, OUR LICENSORS, AND OUR SUPPLIERS, MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT: (I) THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS OF THE CONTENT PROVIDED ON OR THROUGH THE USE OF THE WEBSITE, WHETHER BY US OR ANY OTHER PARTY; (II) THE SATISFACTION OF ANY GOVERNMENT REGULATIONS; OR (III) THE APPROVAL OR COMPLIANCE OF ANY SOFTWARE TOOLS OF THE WEBSITE. ANY LOCATION DATA

ACCESSED VIA THE WEBSITE MAY BE INACCURATE OR INCOMPLETE AND ANY USE OF SUCH DATA, AND OF THE WEBSITE, CONTENT AND DATA, IS AT YOUR OWN RISK.

SOME JURISDICTIONS PROHIBIT THE DISCLAIMER OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN TYPES OF LIABILITY. IN SUCH CIRCUMSTANCES, TO THE EXTENT THAT SUCH PROHIBITIONS PROHIBIT ANY EXCLUSIONS AND LIMITATIONS IN THE TERMS, SUCH EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO YOU STRICTLY TO THE EXTENT NECESSARY TO MAKE THE TERMS WITH SUCH PROHIBITIONS.

Limitation of Liability

We cannot and do not assume any responsibility or liability for the use or misuse, by you or any third party of any Content, Submissions, Data, or other information submitted, transmitted, or received via the Website.

IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO OUR WEBSITE OR THESE TERMS EXCEED THE SUM OF ONE HUNDRED CANADIAN DOLLARS (\$100).

UNDER NO CIRCUMSTANCES, AS A RESULT OF YOUR USE OF THE WEBSITE, WILL WE, OR OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DAMAGES OR HARM OR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR AFFILIATES AND LICENSORS, SHALL HAVE ABSOLUTELY NO LIABILITY IN CONNECTION WITH THE WEBSITE OR FOR: (A) ANY LOSS OR INJURY CAUSED, IN WHOLE OR IN PART, BY OMISSIONS, OR NEGLIGENCE, IN PROCURING, COMPILING, OR DELIVERING INFORMATION WITHIN THE WEBSITE; (B) ANY ERRORS, OMISSIONS, OR INACCURACIES IN ANY INFORMATION IN THE WEBSITE REGARDLESS OF HOW CAUSED, OR DELAYS OR INTERRUPTIONS IN DELIVERY OF SUCH INFORMATION; OR (C) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON SUCH INFORMATION.

Neither we, nor our affiliates, employees, directors, or officers, or our licensors, are or will be liable for any personal injury, including death, attributable to or caused by your use or misuse of the Website or any information posted or made available through or in relation to the Website.

Any limitations of your liability in the Terms do not apply to breaches of confidentiality, data security or intellectual property by you, or breaches of any of your obligations in the Terms, or any of your indemnification obligations in the Terms.

Indemnity

You agree to indemnify and hold us, our affiliates, employees, directors, and officers, and our licensors, harmless from any claim or demand, including attorneys' fees, including any made by any third party, as a result of any of the following: (1) any Content, Submissions, Data or other information posted or made available through the Website that is provided by you; (2) any results, harm or damages arising from your use of the Website, Content, Submissions, Data or other information posted or made available through the Website; (3) any violation of any law that occurs due to your use of the Website, Content, Submissions, Data or other information posted or made available through the Website; (4) anything you do using the Website, Content, Submissions, Data or other information posted or

made available through the Website; (5) any breach by you relating to confidentiality, data security, or intellectual property; and (6) your willful misconduct or negligence.

Remedies

IF YOU ARE DISSATISFIED WITH ANY OF THE CONTENT, MATERIALS, OR OTHER INFORMATION AVAILABLE THROUGH THE WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING OUR WEBSITE. THIS LIMITATION APPLIES EVEN IF YOUR REMEDIES UNDER THE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

Any claims under the Terms, including any and all arising in connection with your use of the Website, must be brought within one (1) year of the first date of the event giving rise to such claim. Remedies under the Terms are exclusive and are limited to those expressly provided for in the Terms.

Compliance with Investigations

We will cooperate with any investigation by any federal, provincial, or local body or any court or tribunal legitimately exercising its rights. Such cooperation may occur without any notice being provided to you.

General Legal Terms

If you have an account, additional terms may be imposed when you create and utilize the account, could be provided in writing to you by us, or may be imposed within any order form or other agreement you enter with us for the Website (the foregoing collectively the “**Additional Terms**”). All Additional Terms are hereby incorporated by reference into the Terms.

The Terms is the entire agreement between you and us relating to the Website. The Terms replace any prior agreements. If there is any conflict between the Terms and a mutually signed written agreement between you and us related to the Website, the signed written agreement will control.

We reserve the right to modify or discontinue the Website with or without notice to you, without notice or liability, at any time and for any or no reason in our sole and absolute discretion and you agree that we are not liable to you or any third party should we modify or discontinue any Website, and that your only recourse is to cease using the Website. Continued use of the Website following any such changes will indicate your acknowledgement of such changes and satisfaction with the Website as modified.

Other parties may have rights under the Terms. A "third party beneficiary" is another party (for example, a company) who is not directly mentioned in an agreement, but who may have some rights arising out of an agreement. For example, our licensors may be third party beneficiaries to the Terms pursuant to our agreements with them. To the extent our licensors are third party beneficiaries to the Terms, the rights and protections provided to us under this Terms insure to their benefit.

If we provide you with a translation of the English language version of the Terms, the English language version of the Terms will control if there is any conflict.

If we choose not to enforce any provision of the Terms, we retain the right to enforce it in the future. This means that the failure to enforce any provision of the Terms does not constitute a waiver of that provision. If any provision in the Terms is found to be unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.



The Terms are not assignable, transferable, or to be sublicensed by you except with our prior written consent. We may assign, transfer, or delegate any of our rights and obligations hereunder without your consent.

Product Complaints and Safety Reporting.

We are committed to the safety and quality of our medical devices. To report any product quality concerns, malfunctions, or potential adverse events, please contact our Quality Assurance and Regulatory Affairs (QA/RA) department directly at complaints@vvtmed.com or at info@vvtmed.com . Providing timely information on product performance is essential for our post-market surveillance and ongoing regulatory compliance obligations,

Contact Us

Questions or comments regarding the Website should be directed to the Website Administrator at: info@vvtmed.com, or via the following mailing address: **VVT MED Ltd**, 6 Hasadna st. Kfar-Saba, 4442405 Israel.

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