

Connecteam Terms of Service

Mobilesson Ltd. d/ba/ Connecteam ("**Connecteam**", "**us**", "**our**", or "**we**") provides a platform that allows participating businesses (each, a "**Customer**") to create dedicated communication, operations, and training applications (any such application, an "**App**") to track compliance and performance of employees, service providers, or independent contractors ("**Personnel**" and "**Platform**", respectively). The services available through the Platform and App shall collectively be referred to as "**Services**". "**You**" means any adult user of the Services, whether on behalf of a Customer or as Personnel of a Customer.

These Terms of Service ("**Terms**") govern your access to and use of the Platform and any App. Our Privacy Notice, available at <https://connecteam.com/privacy/> ("**Privacy Notice**") and the DPA (defined below) govern our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice).

Please read these Terms carefully. By signing up you signify your assent to these Terms. Changes may be made to these Terms from time to time. If you do not agree to any of these Terms, please do not click the sign-up button and do not use the Platform and Services. We may modify the Terms at any time. If we make a material change to these Terms, we may provide You with reasonable notice prior to the change taking effect, by either notifying You in accordance with section 14, by messaging You through the Services, or simultaneously with the publication of these updated Terms on our website, as applicable. You can review the current version of the Terms at any time on our website. The revised Terms will become effective upon the earlier of the date set forth in our notice, and the posting date of the modified Terms on our website.

If you are registering a "**Customer Account**" on behalf of a Customer (as an "**Account Owner**"), you further represent that you are authorized to enter into and bind the Customer to these Terms and register the Customer for the Platform and Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you and such Customer and the right to access the Platform and Services is revoked where these Terms or use of the Platform, Apps, or Services is prohibited.

1. Use of the Services

- 1.1. Connecteam allows you to access and use the Platform, Apps, and Services on a non-exclusive basis subject to these Terms. Connecteam may, at its sole discretion and at any time, modify or discontinue providing the Platform, Services, any App, or any part thereof without notice and shall not be liable to you or any third party for any such modification or discontinuance.
- 1.2. Use of the Services and access to the Platform or Apps is void where prohibited. You represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older and have the ability to form a binding contract; (d) your use of the Platform, Apps, or Services does not violate any applicable law, regulation, or any obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, guidelines, and these Terms throughout your use of the Platform, Apps and/or Services.

- 1.3. If you are registering to use the Platform, Apps, or Services as an Account Owner on behalf of a Customer, you further represent and warrant that (a) when we process Personal Data of the Customer's Personnel on its behalf for the purpose of provision of the Services, the Customer will at all times be considered the data Controller (as defined in the GDPR) and shall be responsible for compliance with its obligations as data Controller under applicable law including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") and we shall act solely as a data Processor (as defined in the GDPR) on its behalf, all in accordance with the Data Processing Agreement ("**DPA**"), available at <https://connecteam.com/data-processing-agreement-addendum/>; (b) the Customer has and shall maintain throughout the term of these Terms and the DPA all necessary rights and consents required under applicable law in order to provide Personal Data to Connecteam and allow it to provide its Services as a Processor; (c) the Customer shall ensure that a record of such consents is maintained, as required under applicable law; and (d) the Customer shall not provide Connecteam with any Special Categories of Data (as defined in the GDPR) and/or any data or information subject to special regulatory or statutory protection regimes (including but not limited to data regarding children, financial and health data).

2. **Customer Account and Personnel Profile Registration**

- 2.1. **Customer Account.** In order for any Personnel to access the Platform, a Customer Account must be created by an Account Owner. An Account Owner may create profiles for other Customer Personnel within the Customer Account ("**Personnel Profiles**"). Personnel Profiles may be designated either as an additional Account Owner, as an "**Administrator**" or as an "**Employee**". Account Owners, Administrators, and Employees are granted different permissions within the Company Account.
- 2.2. **General.** When opening a Company Account or when creating a Personnel Profile, certain registration information must be provided, such as the names and email addresses of the applicable Personnel. Personnel may choose to add additional optional information to their Personnel Profile, which may assist us in providing improved Services. Personnel Profiles may be created manually, by importing a file with the required information, or by connecting to the Customer's systems through an API or SFTP. Connecteam reserves the right to refuse to open a Personnel Profile for any reason, all at its sole discretion.
- 2.3. **Administrator.** Account Owners may open Administrator Personnel Profiles. Administrators serve as authorized representatives of the Customer and will have certain permissions that allow them to set-up and manage the Customer's dedicated App on the Customer's behalf. Administrators shall be authorized to grant access to the App to Employees and to block Employees from using the App, and to set up Employee permissions within the App. Administrators may view all of the Employees' information and may access all data uploaded by an Employee to the App. The Administrator may also receive reports based on Employees' use of the App.

- 2.4. Employees. Administrators may open Employee Personnel Profiles. Following creation of a Personnel Profile for an Employee, the Employee will receive a link allowing them to confirm the Personnel Profile and access the Company's dedicated App. Alternatively, Employees may be sent a link to allow them to request to join the App. After filling out a request form, the Administrator may approve the request and open a Personnel Profile for the applicable Employee.
- 2.5. Unauthorized Access. You agree to notify us immediately of any unauthorized use of your Customer Account or Personnel Profile or password. You are fully and solely responsible for the security of your computer system and/or mobile device and all activity on the Customer Account or your Personnel Profile, as applicable, even if such activities were not committed by you. To the fullest extent permitted by law, Connecteam will not be liable for any losses or damage arising from unauthorized use of your Customer Account or Personnel Profile or password and you agree to indemnify and hold Connecteam harmless for any unauthorized, improper or illegal use thereof, including any charges and/or taxes incurred, unless you have notified us via e-mail to support@connecteam.com that your Customer Account or Personnel Profile has been compromised and have requested that we block access to it, which we will do as soon as reasonably practicable. We do not police for and cannot guarantee that we will learn of or prevent any inappropriate use of the Platform, Apps, or Services.

3. Termination of Personnel Profile

- 3.1. You agree that Connecteam may, for any reason, at its sole discretion and without notice, suspend or terminate your Customer Account or Personnel Profile and may remove any Content (as defined below) associated therewith and take any other corrective action it deems appropriate. Grounds for such termination or suspension may include but are not limited to (i) termination, suspension or expiration of the agreement between us and the Customer for any reason; (ii) extended periods of inactivity; (iii) violation of the letter or spirit of these Terms; (iv) fraudulent, harassing or abusive behavior; or (v) behavior that is illegal or harmful to other users, third parties, or the business interests of Connecteam. If your Customer Account or Personnel Profile is terminated, you may not rejoin Connecteam again without our express permission. Upon termination, you shall not have any further access to any Content that may be available through the Platform.
- 3.2. If your engagement with the Customer is terminated, an Account Owner or an Administrator may either delete or archive your Personnel Profile. If your Personnel Profile is deleted, any data or Content associated with it will be deleted and may not be recovered. If your Personnel Profile is archived, records may be retained at the Administrator's discretion.
- 3.3. We reserve the right to investigate suspected violations of these Terms or illegal and inappropriate behavior through the Services. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity, behavior or Content of anyone believed to have violated these Terms or to have engaged in illegal behavior in connection with the Platform, Apps, or Services.

- 3.4. You may request termination of your Customer Account at any time and for any reason by sending an email to support@connecteam.com. Any suspension or termination of your Customer Account or these Terms shall not affect your obligations to Connecteam under these Terms (including but not limited to ownership, indemnification, representations and warranties made by you, limitation of liability and payment obligations), nor will it affect any other terms herein, which by their sense and context are intended to survive such suspension or termination.

4. Fees and Payment

- 4.1. If you subscribed to one of our premium plans, as an Account Owner on behalf of a Customer, you agree on behalf of the Customer that the Customer will pay Connecteam the fees as specified on the website in accordance with the plan for which you have registered. Payments are to be made on a monthly or yearly basis, in accordance with the applicable plan, in advance of the applicable month or year, respectively. You will be asked to provide customary billing information such as name, billing address and credit card information either to Connecteam or its third-party payment processor(s). You hereby authorize the collection of such amounts by charging the credit card provided, either directly by Connecteam or indirectly, via a third-party online payment processor or by one of the payment methods described in the Services and in accordance with the payment schedule of the applicable plan. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Personal Data collection practices. Please review such terms and conditions and privacy policy before using such services.
- 4.2. Where applicable, taxes may also be charged. It is the Customer's responsibility to determine whether it is required to pay any applicable taxes, and to clarify such information when making a payment. Connecteam does not accept any responsibility for the calculation or collection of any applicable taxes. Except as expressly provided in these Terms, fees are non-refundable.
- 4.3. All payments should be made in U.S. dollars. Please note that Connecteam may impose or deduct foreign currency processing costs on or from any payments or Connecteam by Customer in currencies other than U.S. dollars. When converting currency, prices may be rounded up to the nearest whole number.
- 4.4. Subscriptions can be cancelled at any time. No refunds will be granted for any pre-paid amounts, whether a monthly or yearly subscription. Notwithstanding the above, cancellation of a yearly subscription within the first 30 days of the subscription will entitle the Customer to a full refund of prepaid amounts.
- 4.5. Free Services as detailed on our website/Platform under "Small Business Plan" or "Limited" under any of our Hubs ("**Free Services**"), are provided to You without charge subject to certain usage limits determined solely by us. Usage over these limits requires You the purchase of additional resources or Services. We, in our sole discretion and for any or no reason, may modify or terminate Your right to access the Free Services or any part thereof with a

reasonable notice. You hereby further agree that Connecteam will not be liable You or any third party for such termination.

5. Content

- 5.1. Certain types of content may be made available through the Platform, Apps, and/or Services. "**Content**" as used in these Terms means, collectively, all content on or made available on or through the Platform, Apps, and/or Services, including any images, photos, pictures, videos, reports or recommendations and any modifications or derivatives of the foregoing. Connecteam allows you and other users, whether Employees and Administrators, to upload certain content including but not limited to logos, images, photos, and additional textual materials. All content uploaded by users is referred to as "**User Content**".
- 5.2. CONNECTEAM DOES NOT ENDORSE ANY CONTENT (INCLUDING BUT NOT LIMITED TO ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH CONTENT AND/OR USER CONTENT.

6. User Content Restrictions

- 6.1. Connecteam has no obligation to accept, display, review, maintain or approve any request to publish or maintain any User Content. Moreover, Connecteam reserves the right to refuse to publicize, remove and/or permanently delete any User Content uploaded by you, without notice and for any reason and at any time. Any User Content that is posted or submitted shall not be considered confidential (unless expressly set forth otherwise herein) and may be disseminated by Connecteam without any compensation to you.
- 6.2. You are and shall at all times remain fully and solely responsible for any User Content you upload to the Services. You represent and warrant that any User Content you upload (i) complies with applicable law; (ii) does not infringe or violate any third-party intellectual property rights, privacy or publicity rights, or moral rights; and (iii) that you have all necessary rights and authorities to submit such User Content. Any User Content you post or submit shall not be considered confidential and may be disseminated by Connecteam without compensation to you.
- 6.3. Without limiting the foregoing, you agree that you will not transmit, submit or upload any User Content or act in any way that: (a) restricts or inhibits use of the Platform, Apps, and/or Services; (b) violates the legal rights of others, including defaming, abuse, stalking or threatening users; (c) infringes (or results in the infringement of) the intellectual property, moral, publicity, privacy, or other rights of any third party; (d) is (or you reasonably believe or should reasonably believe to be) stolen, illegal, counterfeit, fraudulent, pirated, unauthorized, or violent, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (e) does not comply with all applicable laws, rules and regulations; (f)

publishes falsehoods or misrepresentations that may damage us or any third party; (g) imposes an unreasonably or disproportionately large load on our infrastructure; or (h) posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (1) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (2) material that is racially or ethnically insensitive, material that is defamatory, harassing or threatening, (3) pornography or obscene material, (4) any virus, worm, trojan horse, or other harmful or disruptive component, or (5) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

- 6.4. Connecteam may, in its sole discretion, choose to monitor User Content for inappropriate or illegal behavior, including through automatic means, provided however, that Connecteam reserves the right to treat User Content as content stored at the direction of users for which Connecteam will not exercise editorial control except when violations are directly brought to Connecteam's attention.
- 6.5. Content on the Platform and Apps comes from a variety of sources. You understand that Connecteam is not responsible for the accuracy, usefulness, safety, appropriateness of, or infringement of any intellectual property rights of or relating to this Content (including but not limited to the User Content). Although users, including the Customer, Administrators, and Employees, must agree to these Terms, it is possible that other users (including unauthorized users) may post or transmit offensive or obscene materials and that you may be involuntarily exposed to such offensive or obscene materials. You hereby waive any legal or equitable rights or remedies you have or may have against us with respect thereto. It is also possible for others to obtain Personal Data about you due to your use of the Platform, including through any User Content that you make available through your Personnel Profile. Anyone receiving or viewing User Content may use information you provided through such User Content (such as your contact details, location or description of a Customer you represent) for purposes other than those you intended. We are not responsible for the use of any Personal Data that you disclose on the Platform or through any User Content by any third party. By making any information available through the Platform or an App you acknowledge that you understand and have agreed to such risks.

7. Use Restrictions

- 7.1. You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Platform, Apps, or Services without our prior written authorization, including framing or mirroring any part of the Platform, Apps, or Services; (2) circumvent, disable, or otherwise interfere with security-related features or features that prevent or restrict use or copying of any Content; (3) use the Platform, Apps, or Services or content thereon in connection with any commercial endeavors in

any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, Apps, or Services; (5) use or access another user's Personnel Profile or password without permission; (6) use Platform, Apps, or Services or content thereon in any manner not permitted by these Terms.

- 7.2. CONNECTTEAM DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF ANY AND ALL USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE PLATFORM, APPS, OR SERVICES OR OTHERWISE.

8. Intellectual Property

- 8.1. Connecteam, its affiliates or its licensors, as the case may be, have all right, title, and interest in the Platform, Apps, Services and all Content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein registered and unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the Platform, Apps, Content or the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Platform, Apps, Content or Services, if any. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms shall be construed as granting you any right to use any trademark, service mark, logo, or trade name of Connecteam or any third party. If you provide Connecteam with any feedback regarding the Platform Apps, Content, and/or Services, Connecteam may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
- 8.2. By submitting or posting any User Content, you grant Connecteam and its successors and assignees a worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license under any of your intellectual property, moral or privacy rights to use, copy, distribute, transmit, modify, prepare derivative works of, alter, decompile or publicly perform such User Content on, through or in connection with the Platform and Apps in any media format and through any media channels for the purposes of provision of Services or as otherwise permitted under these Terms.

9. Copyright

- 9.1. The policy of Connecteam is not to infringe upon or violate the intellectual property rights or other rights of any third party, and Connecteam will refuse to use and remove any User Content in connection with the Platform, Apps, or Services that infringes the rights of any third party. Under the Digital Millennium Copyright Act of 1998 (the "**DMCA**"), Connecteam will remove any Content (including without limitation any User Content) if properly notified of

that such material infringes third party rights, and may do so at its sole discretion, without prior notice to users at any time. The policy of Connecteam is to terminate the Customer Accounts or Personnel Profiles of repeat infringers in appropriate circumstances.

- 9.2. You are in the best position to judge whether User Content is in violation of intellectual property or personal rights of any third-party. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others in connection with User Content.
- 9.3. If you believe that something appearing on the Platform or Apps infringes your copyright, you may send us a notice requesting that it be removed, or access to it blocked. If you believe that such a notice has been wrongly filed against you, the DMCA lets you send us a counter-notice. Notices and counter-notices must meet the DMCA's requirements. We suggest that you consult your legal advisor before filing a notice or counter-notice. Be aware that there can be substantial penalties for false claims. Send notices and counter-notices to us by contacting us at support@connecteam.com.

10. **Disclaimer of Warranty**

- 10.1. Your use of the Platform, Apps, and Services is at your sole discretion and risk. The Platform, Apps, and Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. We do not represent or warrant that the Services will be of good quality or useful for your needs.
- 10.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM, APPS, AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE PLATFORM, APPS, AND SERVICES; OR (II) THAT THE PLATFORM, APPS, AND 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 PLATFORM, APPS, AND/OR SERVICES.
- 10.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
- 10.4. You acknowledge and agree that Connecteam is not a data retention service. You therefore must create backups of your data, and Connecteam shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.

11. **Limitation of Liability**

- 11.1. In addition to the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Platform, Apps, or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any of the Platform, Apps, or Services or combination thereof, including any injury or damage to you or to any person's mobile device or computer related to or resulting from the Platform, Apps, or Services or the use thereof. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Platform, Apps, or Services, from any content posted on or through the Services, or from the conduct of any users of the Services, whether online or offline. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Connecteam, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.
- 11.2. IN NO EVENT SHALL CONNECTEAM, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ASSIGNEES OR AGENTS BE LIABLE TO YOU, THE CUSTOMER, OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PLATFORM AND/OR SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE CONTENT PROVIDED AS PART OF OR THROUGH THE PLATFORM, APPS, AND/OR THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CONNECTEAM 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 AND IN NO EVENT SHALL CONNECTEAM'S MAXIMUM CUMULATIVE LIABILITY TO YOU AND/OR THE CUSTOMER UNDER ANY CAUSE(S) OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED, IN THE AGGREGATE, THE AMOUNT YOU OR THE CUSTOMER (AS APPLICABLE) HAVE PAID US IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM OR SERIES OF CLAIMS. IF YOU HAVE NOT MADE ANY PAYMENTS TO CONNECTEAM FOR THE USE OF THE SERVICES, CONNECTEAM SHALL NOT HAVE ANY LIABILITY TOWARD YOU.
12. **Indemnification.** You agree, on your own behalf or on behalf of the Customer, as applicable, to indemnify, defend, and hold harmless Connecteam, its affiliates and their respective employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs, losses, liabilities, or expenses (including court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer, mobile device, and/or password (whether authorized or unauthorized); (b) any claim, loss or damage experienced from your use, attempted use or misuse of the Platform or the Services; (c) your violation of any law, regulation, or any of your obligations, representations or warranties hereunder including but not limited to

breach of any privacy and/or data protection laws and regulations to which you are subject; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under applicable law.

13. **Third-Party Content.** The Platform or Apps may provide you with third-party links (including, without limitation, advertisements) to websites, applications, and services. We make no promises regarding any content, goods or services provided by such third parties and all use of third-party websites and applications is at your own risk. Additionally, we do not accept responsibility for any payments processed or submitted through third-party websites and applications or for the privacy policies of such third parties. We do not endorse any products offered by third parties and we urge our users to exercise caution in using third-party websites or applications.

14. **Miscellaneous.** These Terms shall be governed by the laws of the State of Israel exclusive of its choice of law rules and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in Tel Aviv-Jaffa shall have exclusive jurisdiction to hear any disputes arising hereunder. In any action to enforce these Terms, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against Connecteam must be brought within one (1) year of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Connecteam or enables you to act on behalf of Connecteam. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the contact details that you provided upon registration.

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