

# TERMS OF USE

Welcome to devid.info website owned, operated, and provided by Devid.info. ("Devid," "us," or "we"). These Terms of Use ("*Terms*") govern your use of any Devid website or service (collectively, the "*Services*") that includes an authorized link to these Terms.

The Platform intends to provide capabilities that allow for the availability and provision of certain electronic goods (the "*Digital Goods*" and physical products (Collectively the "*Drivers*", "*Software*") to third party users of the Platform (collectively, the "*Users*").

Please review these Terms carefully before using the Services. By using any of the Services, you represent that:

- 1) you have read, understand, and agree to be bound by this Agreement;
- 2) you are of legal age (according to GDPR Policy) to form a binding contract with Devid; and
- 3) you have the authority to enter into this Agreement as yourself or on behalf of a Principal (as defined below) and to bind such Principal to this Agreement.

If you do not agree with the terms of this Agreement, please do not use the Platform any further. Do not forget to read our [Privacy Policy](#), which explains how we collect, use, and share your personal information and/or data. This version of the Terms is effective as from August, 2018.

## **a.i.1. CHANGES**

We may change, modify, suspend, or discontinue any aspect of the Devid.info agent Platform or related services at any time. We may also impose limits on certain features or restrict your access to parts or the entire Devid.Info Platform without notice or liability. Company reserves the right, at its sole and absolute discretion, to change, modify, add to or delete any of the terms of use of these Terms of Use at any time, including without limitation the availability of any feature of the Devid.Info Platform. Material changes will be disclosed to you through a patch process, by email, or through website posting. Your continued use of the Devid.Info Platform, following any revision of the Devid.Info Platform or these Terms of Use, constitutes your complete and irrevocable acceptance of any and all such changes.

## **a.i.2. WEBSITE ACCESSIBILITY**

The Website is made available free of charge (notwithstanding the Internet connection fees to be paid by the user to the relevant telecommunications operator; the user is solely responsible for making all the arrangements necessary for them to have access to the Website)

Devid does not guarantee that the Website, or any service or content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis (Devid offers the Website service for a duration restricted to the moment in which users access and connect to

the Website or to any other of service offered). Devid may suspend, withdraw, discontinue or change all or any part of our site without notice. Devid will not be liable to the users if for any reason the Website is unavailable at any time or for any period.

Users are also responsible for ensuring that all persons who access the Website through their internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Devid does not represent that content available on or through the Website is appropriate or available in other locations. DEVID may limit the availability of the Website or any service or product described on the Website to any person or geographic area at any time.

Please note that only offers which received your advance permission and consent (through opt-in or opt-out mechanism, as determined solely by us) shall be installed on your computer ("Approved Offers"). For the avoidance of doubt, These Terms of Use govern solely your relationship with us, and not with any Vendors. Accordingly, These Terms of Use govern solely your use of the Devid.Info agent Platform, and not your use of any Vendor Software or any of the Approved Offers.

#### **a.i.3. ADDITIONAL TERMS**

Additional terms may apply to your use of the Services. We will provide these terms to you or post them on the Services to which they apply; they are incorporated by reference into these Terms. If there is a conflict between these Terms and any additional terms that apply to a particular Service, the additional terms will control.

Our Privacy Policy describes our practices concerning data that you provide or that we may collect about you through the Services and you consent to our use of data in compliance with the Privacy Policy.

#### **a.i.4. LICENSE GRANT**

Devid grants you, and you accept, a non-exclusive, personal, non-transferable limited license to access and use the Platform, subject to your full compliance with the terms and conditions of this Agreement.

Users concur that drivers and software are the intellectual property and the responsibility of their respective third party vendors, manufacturers and distributors, and may also be available for free directly from the third party vendors or manufacturers' websites.

Devid.info is not and will liable or responsible in any way for the performance of or issues caused by any third-party drivers etc.

#### **a.i.5. USE OF THE PLATFORM**

You agree, undertake and confirm that your use of Devid shall be strictly governed by the following binding principles. Devid provides the Website and the Materials for your individual, non-commercial use. Any other use of the Website or the Materials is rigorously prohibited. When you use

the Platform, without limiting any other provision in these Terms, you may not use the Services to do the following or assist others to do the following:

- (i.) copy, reverse engineer, decompile, disassemble the Devid.Info Platform;
- (ii.) except as permitted herein, share or permit other individuals or entities to use the Devid.Info Platform, rent, lease or transfer the Devid.Info agent Platform or rights to use it;
- (iii.) delete or modify any attributions, legal notices or other proprietary designations or labels on the Devid.Info Platform, or on any third-party software/material contained therein;
- (iv.) use the Devid.Info Platform by itself or in conjunction with any other products to infringe upon any third party's rights, including without limitation third party's intellectual property rights, to invade users' privacy in any way, or to track, store, transmit or record personal information about any other user of the Devid.Info Platform;
- (v.) use the Devid.Info Platform to install the Vendor Software or the Approved Offers in the background or remotely; or
- (vi.) damage, interfere, disrupt or harm the Company, the Devid.Info Platform, or any of the Vendors in any way. Any such forbidden uses shall immediately and automatically terminate your right to use the Devid.Info Platform, without derogating from any other remedies available to the Company at law or in equity.

Please report any violations of these Terms using the contact us form which can be found here [devid.info/contactus](https://devid.info/contactus). You agree to comply with all applicable laws, statutes, regulations, and ordinances concerning your use of the Site.

We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Platform or any Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Platform or any part of the Services.

Devid reserves the right, but shall not be obliged to:

- (a) monitor, screen or otherwise control any activity, content or material on the Platform and/or through the Services. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action it deems appropriate;
- (b) prevent or restrict access of any user to the Platform and/or the Services;

- (c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to cooperate with such authorities; and/or
- (d) to request any information and data from you in connection with your use of the Services and/or access of the Platform at any time and to exercise our right under this paragraph if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

#### **a.i.6. INSTALLATIONS**

During your installation of software provided by us or a Vendor (independent software vendors - "Vendors" and "Vendor Software"), we may offer you to install additional software products and/or mobile applications, developed or published by other Vendors. In addition, we may offer you to change your home page or your default search provider. You may decline any of our offers or decide to cancel the installation.

Please note that only offers which received your advance permission and consent (through opt-in or opt-out mechanism, as determined solely by us) shall be installed on your computer ("*Approved Offers*"). For the avoidance of doubt, These Terms of Use govern solely your relationship with us, and not with any Vendors. Accordingly, These Terms of Use govern solely your use of the Devid.Info Platform, and not your use of any Vendor Software or any of the Approved Offers.

For information regarding the Vendors or the Approved Offers and your contractual rights and obligations with respect to any transaction with the Vendors or your use of the Approved Offers, please refer to the applicable terms of service or license agreements governing such transaction or use. Before using the Vendor Software or the Approved Offers, we recommend that you read and understand the applicable terms of use of such software or services and privacy policies and ensure that you agree to their terms. You acknowledge that we are not responsible for the Vendor Software or the Approved Offers or for the content or privacy practices of the Vendors, and that These Terms of Use do not apply to any Vendor Software or Approved Offers or to other third party products and services. You knowingly and voluntarily assume all risks of using the Vendor Software or the Approved Offers. You agree that we shall have no liability whatsoever with respect to the Vendor Software or the Approved Offers and your usage of them

Your use of Software (Approved Offers) is subject to all agreements such as a license agreement or user agreement that accompanies or is included with the Software. In the event that Software is provided on or through the Site and is not licensed for your use through License Terms specific to the Software, you may use the Software subject to the following:

- The Software may be used solely for personal, informational, non-commercial purposes;
- The Software may not be redistributed.

Please note that after initiating the installation process, you may not stop Devid.Info Platform's operation. Please note that some software may have already been installed or be in the process of being installed when you stop the installation process at certain stages of the installation. Installation processes already started or completed cannot be reversed by the Devid.Info Platform and you will need to reverse the installation process through your operating system.

#### **a.i.7. UPDATES/UPGRADES**

Some updates/upgrades may be optional and some may be mandatory in order to operate the Devid.Info Platform, maintain software compatibility, provide security updates or bug fixes or offer new features, functionality or versions. For clarification purposes, any upgrades that impact privacy of users or result in changes to this Terms of Use will require your acceptance or a new download of the Devid.Info Platform otherwise the update and upgrade shall be done automatically.

#### **a.i.8. INTELLECTUAL PROPERTY; LICENSE**

The content, information, data, designs, code, and materials associated with the Services ("*Content*") are protected by intellectual property and other laws. You must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions.

Subject to these Terms, you may access and use the Services only for your own personal, non-commercial use. We reserve all other rights to the Services and Content, and you may not otherwise copy, reproduce, distribute, publish, display, perform, or create derivative works of the Services or Content without our permission. You also may not transfer or sublicense this limited right to use the Services or resell the Services.

##### **A. Viral distribution**

We may expressly authorize you to redistribute certain Content for personal, non-commercial use. We will identify the Content that you are authorized to redistribute and describe ways you may redistribute it (such as via email, blogs, or embedded players). We may revoke this authorization at any time. If you redistribute Content, you must be able to edit or delete such publicly posted Content and you must edit or delete it promptly upon our request.

##### **B. Commercial licenses**

You must obtain our written permission for commercial use of the Content or the Services. If you wish to license Content from the Services, please contact us.

#### **a.i.9. CHANGES TO YOUR COMPUTER**

You hereby grant us permission to install the Vendor Software and the Approved Offers, including collateral software required to execute such software, as determined by the relevant Vendor. You acknowledge that software installation processes often require registry changes, as

determined by the relevant software developer as well as access to the Internet, which shall be made at your sole expense. If you cancel the installation process, a shortcut might be added to your computer's desktop (unless you choose otherwise) to enable you to restart the install process should you wish to do so. This shortcut, and its associated file, can be safely deleted from your temp directory. The installer for the Vendor Software will be saved to your "downloads" folder or any other designated folder to allow you to install the Vendor Software immediately, or at a later time. Any Approved Offers will be installed immediately with no further interaction required.

Upon completion of the installation process an online landing page (such as a "*Thank You Page*") may be displayed via your default web browser.

#### **a.i.10. USER UPLOADS**

Some of the Services may allow you to submit or transmit software, drivers, or other materials (collectively, "*Uploads*") to or through the Services. When you provide Uploads, you grant to DEVID, its parent, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sublicenseable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those uploads, and your name, voice, likeness and other identifying information where part of a uploads, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in uploads.

We respect your ownership of uploads. If you owned an upload before providing it to us, you will continue owning it after providing it to us, subject to any rights granted in the Terms and any access granted to others. If you delete an upload from the Services, our general license to that upload will end after a reasonable period of time required for the deletion to take full effect. However, the uploads may still exist in our backup copies, which are not publicly available. If your upload is shared with third parties, those third parties may have retained copies of your uploads. In addition, if we made use of your uploads before you deleted it, we will continue to have the right to make, duplicate, redistribute, and sublicense those pre-existing uses, even after you delete the uploads. Terminating your account on a Service will not automatically delete your uploads.

We may refuse or remove an upload without notice to you. However, we have no obligation to monitor Uploads, and you agree that neither we nor our parent, subsidiaries, affiliates, employees, or agents will be liable for uploads or any loss or damage resulting from uploads.

Except as provided in the [Privacy Policy](#), we do not guarantee that Uploads will be private, even if the Uploads is in a password-protected area. Accordingly, you should not provide Uploads that you want protected from others.

You represent and warrant that you have all rights necessary to grant to DEVID the license above and that none of your Uploads are defamatory,

violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.

**a.i.11. THIRD- PARTY CONTENT**

We occasionally provide third party content or link to third party websites on the Services. We do not necessarily endorse or evaluate third party content and websites, and we do not assume responsibility for third parties' actions or omissions. You should review third parties' terms of use and privacy policies before you use their services.

**a.i.12. INFORMATION AVAILABLE ON WEBSITE**

You accept that the information contained in this website is provided "as is, where is", is intended for information purposes only and that it is subject to change without notice. Although we take reasonable steps to ensure the accuracy of information and we believe the information to be reliable when posted, it should not be relied upon and it does not in any way constitute either a representation or a warranty or a guarantee.

Product representations expressed on this Site are those of the vendor and are not made by us. Submissions or opinions expressed on this Site are those of the individual posting such content and may not reflect our opinions.

**a.i.13. ADVERTISEMENTS**

You understand and agree that your use of the Devid.Info Platform is supported by advertising. Therefore, during your use of the Devid.Info Platform you will be presented with third party advertisements. The Company has no control and takes no responsibility for the content of these advertisements and the sites or applications to which they may direct. Because we have no control over such sites and applications, you acknowledge and agree that the Company is not responsible for the availability of such external sites or applications, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or applications. The products and services available through the third party advertisements are each subject to their respective terms of use or agreements and you are cautioned and you are cautioned to carefully read the terms of use of any external sites or applications offered by such third parties. Please refer to our privacy and cookies policy for a more detailed information related to advertising

**a.i.14. LINKS AND THIRD PARTY WEBSITES**

We may include links to third party websites at any time. However, the existence of a link to another website should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement of a particular website unless explicitly stated otherwise.

In the event the user follows a link to another website, he or she does so at his or her own risk. We accept no responsibility for any content, including, but not limited to, information, products and services, available on third party websites.

Creating a link to this website is strictly forbidden without our prior written consent. Furthermore, we reserve the right to revoke our consent without notice or justification.

**a.i.15. NO SPAM POLICY**

You understand and agree that sending unsolicited email advertisements to Devid email addresses or through Devid computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in Denmark. Any unauthorized use of Devid computer systems is a violation of these Terms and certain federal and state laws.

**a.i.16. INDEMNIFICATION**

You will defend, indemnify, and hold harmless DEVID, its parent, subsidiaries, affiliates, and the directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives of each of them and all of their successors and assigns (collectively, the "DEVID Parties") with respect to all claims, costs (including attorney's fees and costs), damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with your use or misuse of the Services (including, without limitation use of your account, whether or not authorized by you, and claims arising from Uploads). DEVID retains the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section without DEVID's prior written approval.

**a.i.17. DISCLAIMERS; LIMITATION OF LIABILITY**

THE DEVID PARTIES DO NOT WARRANT: (1) THAT THE SERVICES, ANY OF THE SERVICES' FUNCTIONS OR ANY CONTENT OR SOFTWARE CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR INFORMATION AVAILABLE THROUGH THE SERVICES WILL CONTINUE TO BE AVAILABLE. THE DEVID PARTIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SERVICES, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

THE DEVID PARTIES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT

LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) IN CONNECTION WITH THE SERVICES OR YOUR UPLOADS, EVEN IF FORESEEABLE OR EVEN IF ONE OR MORE OF THE DEVID PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT) UNLESS SPECIFIED IN WRITING. THE DEVID PARTIES' LIABILITY IN CONNECTION WITH THE SERVICES OR YOUR UPLOADS FOR WILLFUL MISCONDUCT WILL NOT EXCEED THE AMOUNT PAID BY YOU TO DEVID IN THE THREE MONTHS PRECEDING THE CLAIM.

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SERVICES OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF THE DEVID PARTIES' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, MOTION PICTURE, OR OTHER AUDIO/VISUAL CONTENT OWNED OR CONTROLLED BY THE DEVID PARTIES, INCLUDING WITHOUT LIMITATION THE SERVICES (INCLUDING THOSE INCORPORATING UPLOADS).

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**a.i.18. GOVERNING LAW, VENUE, AND JURISDICTION**

These Terms and all claims arising from or related to your use of the Services will be governed by and construed in accordance with the laws of Tel Aviv, Israel. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if applicable.

With respect to any disputes or claims not subject to arbitration (as set forth below), you agree to exclusive jurisdiction in the courts in Tel Aviv, Israel. Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

Regardless of any statute or law to the contrary, you must file any claim or action related to use of the Services or these Terms within one year after such claim or action accrued. Otherwise, you will waive the claim or action.

**a.i.19. ARBITRATION**

Unless we establish a different location, arbitration hearings will be held in Tel Aviv, Israel. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

**a.i.20. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on or through the Platform, please notify Devid's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Devid to locate the material;
4. Information reasonably sufficient to permit Devid to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party must be contacted;
5. A statement that the complaining party has 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
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted to the following address:

**DEVID**

*Attention* : Landocs ventures ltd

POB 2428

Kiryat Ono

Israel

Only DMCA notices mailed to the address above or emailed using our [contact us form](#) , available on the site will be accepted. All other inquiries or requests will be discarded. Upon receiving a complaint related to copyright infringement, Devid may remove the content identified as being

infringing. In addition, Devid may, but is under no obligation to, terminate the Account of the party that appears to be the infringer.

**a.i.21. NO AGENCY**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

**a.i.22. ASSIGNMENT**

Devid may freely assign or transfer any or all of the rights and obligations described in this Agreement, or this Agreement in its entirety in connect with a merger, acquisition, or sale of assets or by operation of law or otherwise. You may not assign this Agreement or any of your rights and duties hereunder without the prior written consent of Devid. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**a.i.23. SEVERABILITY**

If any provision of this Agreement is determined by a court to be unenforceable or invalid, the validity of the remaining parts, terms or provisions shall not be affected by that determination, and such court shall substitute a provision that is legal and enforceable and is as close to the intentions underlying the original provision as possible.

**a.i.24. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter.

**a.i.25. WAIVER**

The waiver or failure by Devid to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of Devid set forth in this Agreement are cumulative and are in addition to any rights or remedies Devid may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.

**a.i.26. FORCE MAJEURE**

Neither you nor Devid shall be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, the non-performing party.

**21. HEADINGS/INTERPRETATION**

The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Any graphics or annotations provided in connection with this Agreement are for illustration purposes only and do not constitute part of the Agreement and changing a graphic does not qualify as a change to this Agreement. The list of Prohibited Products and Activities is separately maintained, and modifications thereto will not qualify as a change to this Agreement.

Use of this Website is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this paragraph.

Please forward all complaints and enquiries to:

POB 2428

Kiryat Ono

Israel

[www.devid.info](http://www.devid.info)

[devid.info/contactus](http://devid.info/contactus)

***Last Updated : August 27th, 2018.***