

EMOTIPLAY END USER LICENSE AGREEMENT

IMPORTANT: YOU SHOULD READ CAREFULLY THIS LEGAL AGREEMENT BEFORE USING OUR WEBSITE. BY USING OUR WEBSITE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE THAT YOU WILL BE LEGALLY BOUND BY THEM. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU, DO NOT USE THIS WEBSITE.

If you are under 16 years of age (or in the United States, under 13 years of age), be sure to get your parent(s)/guardian(s) to read and discuss it with you. You should always make sure you get the consent of your parent(s)/guardian(s) before giving any information or sending any materials to us. You will also need to get your parent(s)/guardian(s) permission before contacting and interacting with us.

We may need to check that your parent(s)/guardian(s) agree that you will use our Site. As part of this check, we may ask you for your parent's/guardian's contact details (e.g., email address or telephone number) so we can then contact them and obtain their consent. If EmotiTeam.com learns that a child under the age of 18 years (or in the United States, under 13 years of age) has provided personally identifiable information to the Site without verifiable teacher/parent consent, EmotiTeam.com will use commercially reasonable efforts to delete such information from the EmotiTeam.com databases.

PARENTAL ACCESS

At EmotiTeam.com, we want to help parents/guardians/teachers ensure that their kids have a safe and fun online experience. For this purpose, parents/guardians/teachers can print out and mail or fax us the Personal Information - Signed Form (attached below) that allows them to review any identifiable information collected about their children, request that such information be deleted, and/or that there be no further collection or use of their child's information. EmotiTeam.com takes steps to verify the identity of teachers/parents/legal guardians requesting information about a child and to ensure that the person is in fact the child's parent or legal guardian.

EmotiPlay is an Israeli Corporation, with address at 2 Ben-Gurion st. Ramat-Gan, Israel.

Customer is identified on Order Form when purchasing EmotiPlay products.

By submitting the Order Form, Customer agrees that Customer has read, understands and agrees to be obligated by the terms of this Agreement.

Any customer data is securely stored in EmotiPlay's database under strict privacy standards.

EMOTIPLAY LICENSE TERMS

1. SOFTWARE LICENSE GRANT

Subject to the terms and conditions of this Agreement, upon payment of all license fees owed for the product, EmotiPlay grants and Customer accepts a nonexclusive, non-transferable, non-assignable (unless such prohibition is otherwise prohibited by local law),

limited license to use the EmotiTeam solely in accordance with the terms and conditions of this Agreement.

2. LICENSE FOR EMOTIPLAY (MONTHLY FEE, SUBSCRIPTION-BASED)

EmotiPlay license is subscription-based, that is, Monthly license fee is paid by Customer to EmotiPlay for such license.

EmotiPlay license grants Customer to use EmotTeam on up to 8 computers and mobile devices, as long as:

- Customer uses the same EmotiPlay account on all devices and has substantially the same EmotiPlay Customer Data on all these devices, and
- All these devices belong to Customer, and - Customer is a physical person and not an organization or company or government institution.

If Customer uses several EmotiTeam accounts then Customer shall purchase number of EmotiPlay licenses equal to number of EmotiTeam accounts the Customer uses and stay current on Monthly payments for each account.

3. FREE TRIALS

EmotiPlay may provide free and or trial versions of EmotiTeam products at EmotiPlay's discretion. EmotiPlay reserves the right, in its sole and discretion, to restrict or terminate the use of free or trial versions of any of the EmotiPlay Products by any individual or group. Customer's right and license to access, use, and deploy any free or trial versions of EmotiPlay Products are not guaranteed for any period of time.

4. PROVISIONS FOR EMOTIPLAY LICENSE

COPYRIGHT/OWNERSHIP OF PROGRAM:

EmotiTeam is the proprietary product of EmotiPlay and its licensors and it is protected by copyright, trade secret or any other intellectual property laws.

Customer acquires only the right to use EmotiTeam and does not acquire any rights, express or implied, in EmotiPlay or media containing EmotiPlay other than those specified in this License.

EmotiPlay, or its licensor, shall at all times retain all rights, title, interest, including intellectual property rights, in EmotiTeam and media.

TRADEMARKS:

EmotiTeam (R) is a registered trademark owned by EmotiPlay. Unauthorized use of EmotiPlay's trademark and/or trade names or any other intellectual property owned by EmotiPlay or its licensors is prohibited.

NO MODIFICATION:

Customer shall not cancel, erase or rewrite any product identification, copyright notices, or other notices from EmotiTeam.

MULTIPLE OSEs on SINGLE DEVICE:

If a device has several copies of Operating Systems installed on it, then each Operating System shall be considered a separate device for purposes of this License Agreement.

SUPPORT:

EmotiPlay shall provide online support to Customers who are current on their Monthly payments for a Subscription-Based license. Support shall be provided when Customer is filing a ticket with EmotiPlay.com Online Support at support@EmotiPlay.com and providing additional information and logs, as requested by EmotiPlay support representative. Bug fixes are not guaranteed, but EmotiPlay shall make reasonable efforts to fix fixable issues. The only recourse available to Customer that is unsatisfied with EmotiPlay support shall be not renewing Subscription.

REFUNDS:

EmotiPlay will refund the full amount paid for a license of EmotiTeam if:

- The refund request is received by EmotiPlay within 30 days of the date of purchase of EmotiTeam license by Customer, and
- Customer provides Proof of Purchase, which is the original email receipt for EmotiPlay.com.
- Customer who receives negotiated discounts shall not be allowed to refund a discounted order. Licenses that originate from Purchases that have been refunded or charged back or voided by Customer's Card Issuer or Bank shall become null and void, That means that Customer shall lose the right to EmotiTeam license once a refund occurs.

AUTOMATIC RENEWAL:

Customer who acquired Subscription-based licenses hereby agrees that once Monthly Subscription Fee is due, EmotiPlay shall charge it automatically to Customer's credit card that was stored by EmotiPlay in its database from the original purchase. Monthly Subscription Fee is charged at the beginning of the monthly term for which it is paid. Customer is allowed to terminate Monthly Subscription at any time. Such termination shall result in termination of EmotiTeam license for all of Customer's devices. Once termination has occurred, EmotiPlay shall not charge the customer on the next renewal cycle.

AUTOMATIC TERMINATION FOR NON-PAYMENT:

If Monthly Subscription fee is not paid on time or if payment of fee is reversed by any means (such as refund or void) then License becomes null and void. Moreover, EmotiPlay holds the right to delete all Customer's data from EmotiPlay servers, if Customer's account remains unpaid for more than 30 days.

BROWSER MODIFICATIONS:

EmotiTeam may install Toolbar, Browser Helper Object or Extension into Customer's browsers.

The Objects are used to fill and save forms in the browsers and to cause browser to perform automated logins. Customer hereby permits such modification.

PRIVACY POLICY:

Personal data of Customers that purchase EmotiTeam licenses is stored on EmotiPlay servers in the data center located in Israel.

EmotiTeam.com is acting in accordance with the [Family Educational Rights and Privacy Act](#) (FERPA). The data kept consists of data that customers or their agents enter into the EmotiTeam license purchase web page and data collected from Customer's devices by License Activation and Monitoring.

Customer hereby allows EmotiPlay to store such data on EmotiPlay's servers. The data shall be used for purchase, refund and, activation and reactivation of EmotiTeam licenses, and other customer service purposes.

Personal data stored on EmotiPlay servers shall not be sent to other entities, except in cases where sharing such data is required by EmotiPlay business processes or for enforcement of this Agreement and when the recipient of this data is not presumed to misuse it. For example, credit card purchases require sending Customer data and credit card data to a Credit Card processor. Such data sharing shall be permitted under this agreement.

Customer allows EmotiPlay to send update newsletters and promotional offers to the e-mail stored by EmotiPlay, However, Customer shall have the option to unsubscribe from such newsletters and offers.

Customer also allows EmotiPlay to present offers of EmotiPlay and 3rd party on a post-update web page.

ONLINE LICENSE ACTIVATION AND MONITORING:

Customer hereby agrees to the Online License Activation and Monitoring process for EmotiTeam license.

In this process, EmotiTeam reviews the validity of Customer's license by contacting the EmotiPlay server at emotiteam.com and sending data, which identifies Customer's computer. Customer also consents that Online Activation and Monitoring will be used to enforce parts of this Agreement.

TRANSMISSION OF DATA IN AUTOUPDATE:

EmotiTeam checks EmotiPlay Systems server www.emotiteam.com approximately once a day.

If it finds a version that is newer than the version that you have, EmotiPlay will offer you to upgrade.

The checking of new version results in various data related to computer and license to be transmitted to EmotiPlay server and maybe stored on this server. Customer hereby allows such transmissions to occur.

PERSONAL DATA IN EMOTITEAM WITHOUT SYNCHRONIZATION:NO TRANSMISSION, NO RECOVERY.

All password data that Customer enters into EmotiTeam is stored only on Customer's computer if Customer does not use the option to Synchronize with EmotiTeam. In such a case, EmotiTeam does not pass on any password data over the Internet. Nevertheless, if Customer or a program running on Customer's device causes EmotiTeam to fill an online form with personal data, the submission of this form might result in that data being sent over the Internet. This shall be assumed not to be done by EmotiTeam. Customer agrees that loss of password data entered into EmotiTeam would cause irreversible loss of the data and Customer agrees to the risk of the loss.

PERSONAL DATA WITH SYNCHRONIZATION: DATA TRANSMITTED, RECOVERY POSSIBLE.

When Customer uses Synchronize with EmotiTeam, Customer password data is stored on Customer device and on the EmotiTeam server.

If Customer has lost a copy of user data, Customer may attain a copy of this data from EmotiPlay server.

Still, the availability of backup copy is NOT guaranteed by EmotiPlay and EmotiPlay shall NOT be held liable, if it cannot produce a copy of Customer's EmotiTeam data.

Customer is hereby advised to keep several copies of EmotiTeam user data on his or her device.

Also in this case EmotiTeam shall transmit EmotiTeam password data over the Internet, for the purposes of storing backup copy of Customer EmotiTeam password data on EmotiPlay and for aim of synchronization of said data between Customer mobile devices and computers. Customer hereby approves such transmission.

EMOTITEAM WEBSITE:

EmotiTeam website may use cookies to track users and Customer agrees to that EmotiTeam affiliates may also use cookies and Customer agrees to that EmotiTeam Website utilizes Google Analytics features, including Remarketing with Google Analytics, Google Display Network Impression Reporting, and Google Analytics Demographics and Interest Reporting and Customer consents to this. Google provides a complete privacy policy and instructions on opting out of Google Analytics here:

<https://www.google.com/intl/en/analytics/privacyoverview.html>

POLICY MODIFICATIONS:

This privacy policy is subject to change at the sole discretion of EmotiPlay. When modifying the privacy policy, we will post the changes in a revised policy statement. We will also post any changes on this site, so please check back regularly.

TERMINATION:

This License is valid until terminated.

Customer may terminate this Agreement at any time by Unsubscribing to EmotiTeam.

This License will terminate immediately without notice from EmotiPlay if Customer fails to comply with any provision of this License Agreement.

The license shall be automatically terminate when Customer receives a refund of license fee from EmotyPlay. It shall also automatically terminate when payment for license is canceled by Credit Card or any payment processor operating on behalf of Customer.

UNINSTALL INSTRUCTIONS:

Customer may uninstall all EmotiTeam distributions at any time.

Customer does that by going to Control Panel, clicking Add/Remove app selecting EmotiTeam and clicking the Remove button.

NO WARRANTIES OF ANY KIND: EMOTITEAM IS OFFERED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THIS INCLUDES, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EMOTYPLAY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN EMOTITEAM WOULD MEET YOUR REQUIREMENTS OR OPERATE IN AN ENVIRONMENT CREATED BY YOU OR THAT THE OPERATION OF EMOTITEAM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT EMOTITEAM ERRORS WILL BE FIXED.

THE FULL RISK AS TO THE PERFORMANCE OF EMOTITEAM IS WITH YOU.

LIMITATION OF LIABILITY: NEITHER EMOTIPLAY NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES CAUSED BY EMOTYTEAM. THIS INCLUDES BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES INCURRED BY CUSTOMER OR ANY THIRD PARTY.

JURISDICTION AND DISPUTES:

This Agreement shall be governed by the laws of Israel.

All disputes hereunder shall be resolved in the courts of Tel Aviv, Israel. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

In any litigation arising out of this Agreement or related to use or function of EmotiTeam, EmotiPlay shall be entitled to all legal costs and attorney's fees incurred in mediation, arbitration, suit, and on appeal.

SEVERABILITY:

If a court of competent jurisdiction finds, for any reason, any provision of this License or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent of the law to affect the intent of the parties, and the remainder of this License shall continue in full effect.

COMPLETE AGREEMENT:

This License constitutes the entire agreement between the parties concerning the use of EmotiTeam and supersedes all prior or contemporaneous understandings or agreements, written or oral between the parties. No amendment or modification of this License will be binding unless in writing and signed by authorized persons on both sides.

CUSTOMER HEREBY ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.