

HDBaseT Terms of Use

Welcome to the HDBaseT Installer Zone mini-site ("Website"). The access and use of the Website and its content, tools, and services (together, the "Site") are offer to you subject to the terms of service set forth in this Terms of Service Agreement (the "Agreement").

The Website is owned and operated by Valens Semiconductors Ltd. ("We" "Us" or "Our") in furtherance of the HDBaseT technology and for the benefit of the HDBaseT Alliance and its Members. By accessing or using the Site, you accept this Agreement and any modifications that we may make to this Agreement from time to time. We may update this Agreement at any time. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Site, you consent to any updates to this Agreement. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and HDBaseT regarding the Site.

If you do not agree to any provision of this Agreement, you should not use the Site.

1. The HDBaseT Installer Zone Site

The content and all other materials on the Sites, including, without limitation, the copyrights and other intellectual property rights in the artwork, graphics, photographs, text, video and audio clips, trademarks and logos available on the Site (collectively the "Content") are owned by or licensed to Us by our licensors. You may access and use a Site and the Contents thereon solely for personal, non-commercial purposes only. You are not permitted to copy, reproduce, reuse, retransmit, adapt, publish, frame, post, upload, distribute, modify, broadcast or make derivative works of any Content in any way, including for any public or commercial purpose whatsoever, without the prior written consent of HDBaseT or the owner of such materials. You will not directly or indirectly, take any action to contest Our or HDBaseT's intellectual property rights or infringe them in any way. All rights not granted under these Terms of Use are expressly reserved by Us.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Site, including without limitation your participation in or involvement with HDBaseT and your submission of acceptable Public Information (as defined in Section 5 ("Your Information")). You also agree to comply with all applicable laws, statutes, ordinances and regulations regarding the transmission of technical data exported from the country in which you are domiciled.

2. Membership

This Site is intended solely for Users who are eighteen (18) years of age or older and any registration, use or access to the Site by anyone under 18 is unauthorized, unlicensed, and in violation of this Agreement. We may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Website (or any portion, aspect or feature of the Service) for any reason, at any time in its sole discretion, with or without notice, including without limitation if it suspects that you are under 18. We have the right, in our sole discretion, to suspend or terminate your use of our Website and refuse any and all current or future use of all or any portion of our Site.

3. Use of Site

You are granted permission to use the Website as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its

intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.

You will need to register with the Website and create a "Member" account. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. To create an account you must provide your name, username, password, email, territory, and industry.

You may not use another Member's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Us immediately of any breach of security or unauthorized use of your account.

You may control your Member account through account settings. By providing your email address you consent to our giving the HDBaseT alliance the right to use the email address to send you HDBaseT-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, including changes to features of the Site and special offers. If you do not want to receive or continue to receive such email messages, you may opt out at any time by changing the preferences in your account settings. However, opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

You agree not to use or launch any automated system, including without limitation, robots, spiders, offline readers, etc., that accesses the Website in a manner that sends more request messages to Our servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree not to collect, mine or reproduce any personal identifiable information, including account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes.

We may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Site without notice and liability, if, in Our sole determination, you violate any of the Agreement, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Site; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Website; or, (vi) bypassing the measures we may use to prevent or restrict access to the Website, including, but not limited to registering for the Website. Upon termination for any reason, you continue to be bound by this Agreement.

4. Your Information

"Your Information" is defined as any information post or other material you provide (directly or indirectly), including through the registration process, the use of our Site, or in any public message board or email. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of your Public Information (as defined below).

Any of Your Information that, through the use of our Website or otherwise, you submit or make available for inclusion on Publicly Accessible areas of our website is referred to as "Public Information" (your name (if provided) and location are considered Public Information). "Publicly Accessible" areas of our Site are those areas that are available either to some or all of our members

(i.e., not restricted to your viewing only) or to the general public. We do not claim ownership of Your Information. We will use Your Information only in accordance with our privacy policy. However, to enable us to use your Public Information and to ensure we do not violate any rights you may have in your Public Information, you grant HDBaseT a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise, commercialize and exploit the copyright, publicity, and database rights you have in your Public Information, in any media now known or not currently known, with respect to your Public Information.

5. Control

You are entirely responsible for all of your Public Information that you upload, post, email, transmit or otherwise make available via our Website. We do not control your Public Information or the Public Information of or posted by other users and do not guarantee the accuracy, integrity or quality of Your Information or the Information of or posted by other users. Neither We nor the HDBaseT Alliance endorse any opinions expressed by you or other users on or through the Site. We do not control the information provided by other users; You understand that by using our Site, you may be exposed to information that you may find to be offensive, indecent or objectionable. We do not have any obligation to monitor, nor do we take responsibility for, Your Information, Public Information or information of or posted by other users. You agree that under no circumstances will We or any of our directors, officers, shareholders, employees, consultants, agents, advisers, affiliates, subsidiaries or its third-party partners be liable in any way for any information, including, but not limited to, for any errors or omissions in Your Information or the Information of or posted by other users, or for any loss or damage of any kind incurred as a result of the use of Your Information or Information of or posted by other users posted, emailed, transmitted or otherwise made available in connection with our Website, or for any failure to correct or remove information.

Notwithstanding any other provision of this Agreement, the following types of actions are cause for immediate removal, repeal and/or suspension or termination of your Member account:

(a) The use of our Site to (including, without limitation, eligibility requirements):(i) harm or intimidate another person in any way, including restricting or inhibiting any other user from using our Site; (ii) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person, through the use of similar email addresses, nicknames, or creation of false account(s) or any other method or device; (iii) disguise the origin of any Public Information that is transmitted to any third party; (iv) "stalk" or otherwise harass another; (v) advertise merchandise, auctions, services or commercial websites, including offers to trade or charitable solicitations unrelated to the topic or spirit of the Site; (vi) resell Public Information or access to Public Information; or (vii) collect or store personal data about other users;

(b) Posting any Public Information or other material: (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, intimidating, vulgar, obscene, profane, libelous, invasive of another's privacy (including the posting of private emails or contact information about another individual), hateful, or racially, ethically or otherwise objectionable, including any Public Information or other material that may be considered hate speech; (ii) that is obscene, pornographic or adult in nature; (iii) that you do not have a right to make available under any law or under contractual or fiduciary relationships; (iv) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or rights of publicity or privacy; (v) that is unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including, but not limited to, "spam," "junk mail," and "chain letters"); (vi) that is inappropriate, posted in bad faith, or contrary to the spirit of the Site; (vii) that uses the Site primarily as a lead generator or listing service for another website;

(c) Violation (intentional or unintentional) of this Agreement, or of any applicable local, state, national or international law, statute, ordinance or regulation; or

While we prohibit such conduct and content, you understand and agree that you nonetheless may be exposed to such conduct or content that you use on the Website, rely on comment ,and available on the Website and attend HDBaseT activities at your own risk.

For purposes of this Agreement, "posting" includes uploading, posting, emailing, transmitting or otherwise making available. Without limiting the foregoing, HDBaseT and its designees shall have the right to remove any Public Information or other material that violates this Agreement or is otherwise objectionable.

6. Consent to Disclosure

You acknowledge and agree that We may disclose Your Information (as defined in Section 5) if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to:(a) comply with a current judicial proceeding, a court order or legal process served on us or our website, (b) enforce this Agreement, (c) respond to claims that Your Information violates the rights of third parties; (d) protect the rights, property or personal safety of Us and HDBaseT, its employees, users and the public; or (e) enable the transfer or sale to another entity of all or substantially all of our stock or assets in the line of business to which this Agreement relates, or upon any other corporate reorganization, subject to the promises made in this Agreement. We also may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or that we believe may expose us or you to legal liability.

7. Privacy

We collect registration and other information about you through the Site. Our collection, use, and disclosure of this information is governed by the Privacy Policy Statement which is incorporated by reference into this Agreement.

8. Links

We may provide, or third parties may provide, links to other websites or resources. Because we have no control over such websites or resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that Website shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resource.

9. Indemnity

You agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of your representations and warranties or this Agreement or the documents it incorporates by reference, your use of our Website as well as reliance in the Content therein (regardless of its source of authorship) , Your Information, your violation of any law, statute, ordinance or regulation or the rights of a third party.

10. Warranties

Your use of our Site is at your sole risk. Our Website is provided to you "as is" and on an "as available" basis. We specifically disclaim all warranties and conditions of any kind, whether express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We disclaim any warranties regarding the security, reliability, timeliness, and performance of our Site. We disclaim any warranties for any information or advice obtained through our Site. We disclaim any warranties for services or goods received through or advertised on our Site or received through any links provided by our Site, as well as for any information or advice received through any links provided through our Site. In addition, no advice or information (oral or written) obtained by you from us shall create any warranty.

You understand and agree that you download or otherwise obtain material or data through the use of our Site at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data.

11. Limitation of Liability.

You agree that in no event shall We or the HDBaseT be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if We or the HDBaseT has been advised of the possibility of such damages), arising out of or in connection with our Site or this Agreement or the inability to use our Site. To the extent permitted under applicable law HDBaseT's total and complete liability to you or any third parties in any circumstance is limited to \$100.

12. Modifications

We reserve the right at any time or times to modify or discontinue, temporarily or permanently, all or any portion of our Site with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or termination of our Site.

13. Termination

You agree that we, in our sole discretion, may issue a warning, temporarily suspend, indefinitely suspend, remove content or information you have posted, or terminate your account, or your ability to use all or any portion of our Site, for any reason, including, without limitation, (a) for lack of use, (b) if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or the documents or agreements it incorporates by reference, (c) if we are unable to verify or authenticate any information you provide to us, or (d) if we believe that your actions may cause legal liability for you, our users or us. You agree that any termination of your account or access to all or any portion of the Site under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or our Site. You also agree that we shall not be liable to you or any third party for any termination of your use of or access to all or any portion of the Site.

14. Miscellaneous

We shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. This Agreement shall be governed by and construed under the laws of the State of New York without reference to its conflict of law principles. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in New York, NY, USA. Any notices to Us must be sent to: 8 Hanagar St. Hod Hasharon, Israel, via first class or air mail or overnight courier, and are deemed given upon receipt. The failure of HDBaseT to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. You may not assign or otherwise transfer any of your rights hereunder without Our prior written consent, and any such attempt is void. The relationship between Us and you is not one of a legal partnership relationship, but is one of independent contractors. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.