

General Terms & Conditions

These General Terms and Conditions of Use (the “**Terms and Conditions**”) govern all use of the Double Shoot smart phone application (the “**Application**”) and www.double-shoot.com website (the “**Site**”), both owned and operated by **Double Shoot Ltd.** (together with any of its affiliates, “**Double Shoot**”) and the software available at the Application and the Site (the “**Software**”, and together with the Application and the Site, the “**Service**”). In these Terms, “you” or “your” means the person accepting these Terms and Conditions and/or using the Service and/or any person or other entity on whose behalf such person is acting and/or anyone on its behalf, and “we,” “us,” or “our,” means Double Shoot.

Please review and understand these Terms and Conditions carefully before using the Service, as they contain important information regarding legal rights, remedies and obligations.

By using the Service, you agree that you read, understood and agree to be bound by all of these Terms and Conditions, and you represent that you have the authority to bind any person or other entity on whose behalf you are acting in connection with the Service to the terms of these Terms and Conditions.

1. **Internal Use License.** Subject to these Term and Conditions, you are hereby granted a unique non-exclusive, non-transferable and non-sublicensable license to use the Service solely for assault rifle self calibration (the "**Purpose of the Use**"). The use of the Service by you is unlimited to a certain number calibrations, all provided that you shall not use the Service for any purpose other than for the Purpose of the Use, and you shall not transfer or re-sell in any way any of the rights granted to you hereunder.
2. **Prohibited Conduct.** Without derogating from any other provision in these Terms and Conditions, you may not access or use, or attempt to access or use, the Service, in any manner which harms or may harm Double Shoot or any third party, the operation of the Service, or may result in a violation of any law, including, without limitation, by:
 - 2.1 attempting to decipher, decompile, disassemble, reverse-engineer or attempting to discover the source code of the Software;
 - 2.2 altering, removing, obscuring, or changing the location, content, or appearance of any disclaimers, notices of copyright, trademark, service mark, or other proprietary rights, or other notices included in the Service; or
 - 2.3 modify, or attempt to modify, or create or try to create, any derivative work of the Service.
3. **Registration Data; Account Security.** As a condition to use the Services, you would be required to enter a username and password that were provided to you by Double Shoot. By using the Service you agree to: (i) maintain the security of

the password and username; and (ii) be fully responsible for all use of the account and for any actions that take place using the account.

4. **Required Device.** The Application requires an Android or IOS operation system based smart phone, which include an inherent camera. In order to use the Service, the Application should be granted with an access to the smart phone inherent camera, and by accepting this Terms & Condition, you are hereby grant the Application with permission to such access. In addition, Service requires an internet connection. It is hereby agreed that the user shall bare all cost resulting from the usage of the Service, including but not limited to, any obligation in connection with internet connection and cellular data.
5. **Authority.** By using the Service, you are hereby representing to Double Shoot that you are authorize to use assault rifle under all applicable law.
6. **Privacy.**

By using the Service, you agree to the information collection, use and disclosure practices described in our privacy policy, as set forth below, and as may be amended from time to time in accordance with Section 14 below:

- 6.1 By using the service you grant us an authorization to collect the following types of Information (the "**Information**"): (i) any information that you and/or third parties provide us, such as your name, address, email, phone number and operation system of your mobile device (*i.e.* Android or IOS), if so provided; and (ii) details about your usage of the Service, including (but not limited to) type of assault rifle, sight, date and number of shooting practices executed by you, photos of your shooting target and outcome of your shooting practice.
- 6.2 Please note, that you are under no legal obligation to provide us with the Information; however, in order to use the Service, you may be required to submit the Information, or any part thereof.
- 6.3 Without derogating from any other provision contained herein or from any right afforded to us by any law, we may use the Information, in our discretion, for any or all of the following purposes:
 - (i) establishing, authenticating or confirming your identity and securing the protection of the Information;
 - (ii) offering, providing, administering or marketing any service we provide, or may in the future provide;
 - (iii) improving, modifying, cancelling and monitoring any services or applications offered through the Service;
 - (iv) auditing, reporting or accounting purposes;
 - (v) safeguarding, enforcing or defending legal rights and enforcing, defending against or managing legal claims;

- (vi) delivering to you advertising and promotional content;
- (vii) safeguarding the privacy, safety or property of any party;
- (viii) monitoring or enforcing compliance with any of our policies;
and
- (ix) to comply with applicable law and orders or requests of any court or other governmental body.

6.4 By using the service you grant us an authorization to use the information for the marketing, direct mailing, offering and delivery of advertisements and promotional content. This may include E-mail advertisements, SMS messages and/or any other electronic messages. We may use the information for the aforementioned purposes regarding all services and products, including those of third parties.

6.5 Without derogating from any other provision contained herein, we will not share the Information with other parties without your consent except as provided below or as required or permitted by law:

- (1) to the extent that, the user was provided with a username and password to the Service through an organization (the “**Organization**”), we may provide such Organization, or any of its representatives, with access to all Information, or otherwise share the Information with such Organization or any of its representatives
- (2) in order to provide the Service, we may share the Information with the relevant directors, officers, employees, consultants, agents, shareholders, affiliates, service providers, business partners, and other third parties who are, directly or indirectly, involved in the operation of our business and/or in the delivery of the Services, to the extent that such sharing of the Information is required in order to provide the Service.
- (3) We may share the Information to the extent we deem required by applicable law or to the extent we deem necessary in connection with any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental body or any arbitrator or arbitration panel in any jurisdiction.
- (4) We may share the Information with third parties in order to investigate, prevent or take action regarding any illegal activity or what we suspect to be an illegal activity, actual or perceived threats to our property or to the physical safety of any person, violations of any of our terms of use, Terms and Conditions or other rules or policies, or as otherwise permitted by law.

- (5) We may share the Information to a third party as part of a purchase of Double Shoot, whether by acquisition, merger, sale, reorganization, consolidation or liquidation, purchase of all or substantially all of our assets, the transfer or grant of an exclusive license to all or substantially all of our intellectual property or, or by any other way. It is hereby expressly clarified that the Information may be one of the transferred assets and we will be entitled to transfer the Information to such acquiring third party, at our discretion. Without derogating from the aforesaid, we shall have the right to disclose the Information to any third party or its legal councils as part of due diligence in anticipation of the consummation or occurrence of any of the events in this Section 6.4 (5) above.
- 6.6 You may review, either by yourself or through an authorized representative or custodian, any personal Information which contain specific identifying details of you and is stored in our database (“**Personal Information**”). Should you wish that your Personal Information will be corrected or deleted from our database, you may request us to do so, in a written notice to our email address: **admin@double-shoot.com**. Within 30 days following the receipt of such notice, we will correct or delete your Personal Information and will confirm that your Personal Information was deleted or corrected, provided that Information which is required for the operation of our business will remain stored (but shall not be used to approach to users of the Service).
- 6.7 Our privacy policy may be updated from time to time. You can view the updated policy at www.double-shoot.com
- 6.8 The Information shall be stored upon servers located in Germany. Double Shoot incorporates data security systems and procedures, that reduce the risk of an unauthorized breach to Double Shoot’s databases and computer systems, but these do not completely remove the risk of such a breach. Double Shoot does not guarantee that the data security systems will prevent any and all breach attempts to the secured databases. Double Shoot will not be liable for any damages caused by such a breach or any other attempt to steal information from the databases and/or the Service.
- 6.9 **Push Notifications.** By using the Service, you give your consent to receive push notification (message that pops up on your device), including when you are not using the Application and/or the Website.
7. **Intellectual Property Rights.** All rights granted hereunder to you do not include any rights of ownership. All rights, title, and interests in and to the Service (and all intellectual property rights embodied therein) or any modification or improvement thereof is proprietary to Double Shoot, or to any

entity awarded such rights by Double Shoot. You hereby acknowledge that you, nor anyone on your behalf, shall acquire nor have any right, title, or other interest in or to the Service other than the limited right to access and use the Service in accordance with these Terms and Conditions. All rights therein not expressly granted to you under these Terms and Conditions are reserved by Double Shoot.

8. **Trademarks.** All trademarks, logos and service marks displayed on the Services (the “**Trademarks**”) are our property or the property of other third parties. You are not permitted to use the Trademarks without our prior written consent or the consent of such third party which may own the Trademarks.
9. **Disclaimer of Warranties.** NO WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SHOOTING RANGE, OUTCOME OF ANY USE OF WEAPON, FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING FOR ANY PURPOSE RELATING TO THE SERVICE, OR ANY NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE SERVICE IS PROVIDED "AS IS" AND NO WARRANTIES ARE MADE THAT USE OF THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS.

THE USAGE OF THE SERVICE AND ANY WEAPON SHOOTING MUST BE DONE WITH CARE AND DISCRETION, AND IN ACCORDANCE WITH THE PROVISIONS OF ALL APPLICABLE LAW. WE SHALL NOT BE LIABLE TO ANY OUTCOME OF ANY WEAPON SHOOTING BY ANY USER OF THE SERVICE.

10. **Limitation of Liability.** IN NO EVENT SHALL DOUBLE SHOOT, OR ANYONE ON ITS BEHALF, BE LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR OTHER DAMAGES WHATSOEVER ARISING IN CONNECTION WITH THE USE OF THE SERVICE, ANY INTERRUPTION IN AVAILABILITY OF THE SERVICE, DELAY IN OPERATION OR TRANSMISSION, LOSS OF DATA, CYBER EVENTS, VIRUS, MALWARE, ATTACK ON A COMPUTER SYSTEM OR ON A MOBILE DEVICE, OR USE, MISUSE, RELIANCE, REVIEW, MANIPULATION, EVEN IF THE POSSIBILITY OF SUCH DAMAGES OR LOSS HAS BEEN ADVISED IN RELATION TO ONE OR MORE OF THEM, OR ANY OUTCOME OF ANY USE OF WEAPON. THIS LIMITATION OF LIABILITY APPLIES IRRESPECTIVE OF WHETHER OTHER PROVISIONS OF THIS TERM AND CONDITIONS OF USE HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
11. **Indemnification.** You, at your own expense, shall indemnify and hold harmless Double Shoot or anyone on its behalf (the “**indemnified party**”), against any claim, lawsuit, action, liability, losses and expenses, liens, penalties, including but not limited to reasonable attorney fees arising out of or relating to your and/or anyone on your behalf, (i) use of the Service, whether based upon or

related to your negligence or willful misconduct, or otherwise; or (ii) a breach of your obligations, representation or warranties hereunder, immediately upon the indemnified party's first demand.

12. **Audit.** Double Shoot shall have the right, upon reasonable notice to you and during the normal business hours, to audit the use of the Service and to inspect your records related thereto, including any copies of the Software.
13. **Termination.** These Terms and Conditions and the license granted hereunder shall be for an indefinite period. Notwithstanding the aforesaid, we shall have the right to at any time and in our sole discretion, to terminate these Terms and Conditions and the license granted hereunder with immediate effect, by providing you with a notice to you providing the same, by any reasonable means of communication, including by sending a notice to you, via the contact details provided by you (if so provided) or to the Organization, and/or by publication on the Site and the Application. Any termination as aforesaid will be effective immediately from the earlier of the provision of such notice and/or of (as applicable) such publication.
14. **Amendment.** We can change or modify these Terms and Conditions or any features of the Service at any time, by providing you with a notice to you and/or the Organization providing the same, by any reasonable means of communication, including by sending a notice to the contact details provided by you (if so provided) and/or by publication on the Site and Application. Any modification as aforesaid will be effective immediately from the earlier of the provision of such notice and/or of (as applicable) such publication.
15. **Relationship of the parties.** Nothing contained in the Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority over another party except that which is expressly granted herein.
16. **Assignment.** You shall not transfer and/or assign any of the rights, privileges, or obligations set forth in, arising under, or created by these Terms and Conditions and the license granted hereunder without our prior consent. We may transfer and/or assign any of the rights, privileges, or obligations set forth in, arising under, or created by these Terms and Conditions and the license granted hereunder, without your prior consent.
17. **Severability.** If any provision of these Terms and Conditions is found to be illegal, invalid or unenforceable, in whole or in part, that provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable. If no modify is possible, the provision will be severed, with the remainder of these Terms and Conditions remaining in full force and effect.
18. **Governing Law; Jurisdiction and Venue.** This Terms and Conditions shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to these Terms and Conditions shall be resolved exclusively in the

competent court in Tel-Aviv-Jaffa, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court.

19. **Entire Agreement.** These Terms and Conditions, the Privacy Policy and any license agreement entered between the parties (if applicable), constitute the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof.
20. **Notices.** Without derogating from Sections 13 and 14 above, the communications between you and Double Shoot shall use electronic means, whether you use the Services or send us e-mails, or whether Double Shoot posts notices on the Services or communicates with you via your Organization and/or the contact details provided by you (if so provided). For contractual purposes, you consent to receive communications from Double Shoot in an electronic form, including any contact details provided by you in connection with the Services (if so provided). Electronic notices to Double Shoot should be sent to **admin@double-shoot.com**.