



Bettgear – Terms of Use

Introduction

These terms of use (the "**Terms**") set out the conditions that apply to the Bettgear Application (the "**App**"), including any of its future updates or services as applicable. The App is provided by Bettgear Ltd., a company registered in Israel (hereinafter "**we**", "**us**", and "**our**") and govern the relationship between Us and the customer who registers and uses the App (hereinafter "**You**", "**Your**" and the "**Customer**").

By accessing and using this App, You accept the Terms and hereby declare that You have the capacity and the authority to agree to the Terms. You further acknowledge that the Terms, as may be modified by us from time to time, constitute a legally binding contract between You and Us. If you do not wish to be bound by the Terms, You should neither register with nor use the App.

Registration to the App

Once You have downloaded the App, You will be required to register to the App by entering an email address and a personal password. We strongly advise you not to disclose to anyone Your personal password and to consider it as a confidential information.

The App can only be accessed by Your mobile device from which You will have to proceed with the registration, assuming that Your mobile device is compatible with Our App. We do not warrant the adaptability of the App to Your mobile device.

This is the only information You will be required to enter into the App. Should you approve, we may from time to time send You informational email to the email address You will have provided. You are entitled to request the cessation of such information emails by clicking the designated link within the information email itself. We may also send You push notification via the App. You will be entitled to deactivate such push notifications by clicking on the relevant link.

Acceptation of the Terms

Once you have registered onto the App, You will be required to carefully read these Terms before accepting them. Should You refuse to be bound by these Terms, do not tick the box "I accept" and leave the App.

Please note that You will not be able to use Our App until and unless You have completed those two stages of registration and acceptance of the Terms.



Calibration Test

After accepting the Terms, You will be redirected to a calibration test (the "**Calibration Test**") that enables the App to determine specifications in respect of Your hearing abilities in respect of various frequencies of sound for both of Your ears.

WE STRONGLY EMPHASIZE THAT THIS CALIBRATION TEST IS NOT A MEDICAL TEST OR PROCEDURE AND SHALL NOT BE CONSIDERED AS SUCH. BESIDES, IT DOES NOT REPLACE A MEDICAL TEST PERFORMED BY A CERTIFIED PRACTITIONER.

THE CALIBRATION TEST IS MERELY A TECHNICAL TEST DESIGNED FOR THE USE OF THE 'ENHANCED HEARING' FEATURE (AS DEFINED BELOW) AND FOR THE BENEFIT OF YOUR USE WHEN USING THE APP IN DEDICATED LOCATIONS.

THE RESULTS OF SUCH TEST ARE RECORDED BY US ON OUR SERVERS. THE RESULTS OF THE CALIBRATION TEST ARE ALSO KEPT IN YOUR PERSONAL MOBILE DEVICE WITHIN THE APP.

Features of the App

The App allows You to use two different features: the amplified hearing and the enhanced hearing.

The amplified hearing feature allows You to obtain, through Your headphones or any similar earphone device, a higher volume of the inbound sound in Your earphone device, without modifying the frequencies of the incoming sound.

The enhanced hearing feature uses the results of the Calibration Test to alter the frequencies of the incoming sound and modify them so as to adapt in accordance with the results of the Calibration Test so that the incoming sound transmitted through your earphone device may offer You a better hearing experience.

Changes in the functionality

We reserve the right to change the design, the features and or any functionality of the App at any time and at Our sole discretion, with or without prior notice. You hereby acknowledge that You have not acquired any rights by any previous use of the App and that Our changes in the features could notably modify the features of the App. In such case, You could be advised to re-take the Calibration Test.

No-cost and personal use

At this time, the App is entirely free and does not require any payment on Your side whatsoever. It is designed for a personal non-commercial use and only for lawful purposes and in a responsible manner.

Access to Internet

The use of the App requires to be connected to internet services via a mobile service provider or via Wi-Fi. You acknowledge that You may be charged by Your mobile service provider during the use of the App for internet access (including mobile data usage) on Your device.



Where to use Our App

In certain locations, such as cinemas or theaters, You will be informed that Our technology is used in the relevant screening rooms. You can then activate the App and choose which feature You wish to use.

Where available, and should You allow push notifications, the App will notify You that is available for use.

Prohibited use

The App is based on Our technology and You are not allowed to (i) republish, redistribute the App (ii) copy or store the App and its features in any storage device in order that allow You to download data and/or copy and/or divert the technology used by the App (iii) remove or change any content of the App (iv) attempt to circumvent security of the App or interfere with the proper function of the App or any server on which it could be hosted (v) attempt to reverse-engineer the App (vi) use the App in a way that could damage Our name or reputation (vii) anything not correlated to the regular personal use of the App.

Intellectual Property

We are at all times the sole owners of the App and all related-technology used for its operation. All intellectual property rights in the App, its content, including text, graphics, software, images, videos, sound, trademarks and logos, are exclusively owned by Us. Nothing in these Terms grants You any right in respect of any intellectual property owned by Us and You acknowledge that You do not acquire any ownership rights by accessing or using the App.

Disclaimer

YOU ACCESS AND USE THE APP ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND AT YOUR SOLE RESPONSIBILITY. WE DO NOT WARRANT ANY SPECIFIC AND DETERMINED RESULT UPON USING THE APP. MORE SPECIFICALLY, WE DO NOT WARRANT ANY RESULT AS TO YOUR EFFECTIVE HEARING AND ANY IMPROVEMENT IN YOUR HEARING ABILITY OR EXPERIENCE. WE DO NOT WARRANT THE RESTORATION OF ANY HEARING DEFICIENCY NOTABLY THROUGH THE USE OF THE ENHANCED HEARING FEATURE.

WE FURTHER DO NOT WARRANT ANY RESULT IN RESPECT OF THE QUALITY OF THE SOUND, OF THE ADAPATIBILITY TO YOUR PERSONAL HEARING PARTICULARITIES.

WE MAKE NOT REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, INTEGRITY, QUALITY, FITNESS FOR PURPOSE OR ORIGINALITY OF THE FEATURES OF THE APPLICATION, AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES CONDITIONS OR OTHER TERMS ARE HEREBY EXCLUDED.

WE ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OR RELIANCE ON THE FEATURES OF THE APP.

WE CANNOT AND DO NOT WARRANT THE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE OPERABILITY OF THE APP. WE SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE OF THE APP.



WE CANNOT AND DO NOT GUARANTEE THAT THE APP WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING ELEMENTS AND IT IS YOUR RESPONSIBILITY TO UPHOLD YOUR MOBILE DEVICE WITH APPROPRIATE IT SAFEGUARDS.

Suspension

We may from time to time, temporarily or permanently, suspend the operation of the App for repair, maintenance, update or upgrade any feature and We will use Our best efforts to inform You via push notification or e-mail of such suspension.

Termination

We are entitled to terminate Your access to the App at any time and without notification although We will use Our best efforts to notify You in the event of such termination.

You may terminate your registration with the App by clicking the LOGOUT button which will disconnect You from the App.

Upon deletion of the App from Your device, You will be disconnected from the App system and the results of Your Calibration Test will be erased.

Personal Data

We are subject to Israeli Law in respect of the protection of privacy and personal data. We do not collect any personal data in respect of our Customers except the email address, type of cellular device used by you, your birthdate, sex and the results of your calibration test

We do not process any data and we do not transfer any data to any third-party. We will not transfer Your personal email address to anyone, including the owners or managers of any location where our system Betttear operates. However, the owners or managers of such locations may receive statistical information about the use of the App.

Should we amend the features of our Application in a way that would require us to collect any sensitive personal data, we will notify You in advance and will operate after having received Your consent.

Governing law and jurisdiction

These Terms are exclusively governed by Israeli law and You agree any dispute arising out of or in connection with them shall be exclusively referred to the competent court of the District of Tel Aviv, Israel.

Should any of the provisions of these Terms be held unenforceable, all other provisions shall remain unaffected.

Contact us

Feel free to contact us at info@Betttear.co should You have any query in respect of the Terms or the use of App.