

# Mobile Apps Terms of Service

These Terms of Service govern your use of NeoCollect, NeoScan, and any related services provided by Si-Ware Systems.

When you use NeoCollect, NeoScan, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from further using the app, accessing our website, or using any other services provided by Si-Ware Systems.

We, Si-Ware Systems, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page and notify you through the app and/or the email address you provided when you created your account. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 2 March 2021.

## Limitations of Use

By using NeoCollect, NeoScan and our website, you warrant on behalf of yourself, any entity who you represent who has entered into these Terms of Service, and your users that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer NeoCollect, NeoScan or any materials and software contained within NeoCollect, NeoScan;
2. remove any copyright or other proprietary notations from NeoCollect, NeoScan or any materials and software contained within NeoCollect, NeoScan;
3. transfer NeoCollect, NeoScan or any of its associated materials to another person or “mirror” the materials on any other server;
4. knowingly or negligently use NeoCollect, NeoScan or any of its associated services in a way that abuses or disrupts our networks or any other service Si-Ware Systems provides;
5. use NeoCollect, NeoScan or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
6. use NeoCollect, NeoScan or its associated services in violation of any applicable laws or regulations;
7. use NeoCollect, NeoScan to send unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user’s consent; or

9. use NeoCollect, NeoScan or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

## **Intellectual Property**

The intellectual property in the materials in NeoCollect, NeoScan are owned by or licensed to Si-Ware Systems. You may download NeoCollect, NeoScan, to view, use, and display the application on your mobile device for your personal use only.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or these Terms of Service, and may be terminated by Si-Ware Systems at any time.

## **Automatic Updates**

You give us permission to download and install updates to NeoCollect, NeoScan on your device in accordance with your privacy preferences. This permission can be revoked at any time by deleting NeoCollect, NeoScan from your device.

## **Liability**

NeoCollect, NeoScan and the materials in NeoCollect, NeoScan are provided on an 'as is' basis. To the extent permitted by law, Si-Ware Systems makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Si-Ware Systems or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use NeoCollect, NeoScan, or any other services provided by Si-Ware Systems or the materials in NeoCollect, NeoScan, even if Si-Ware Systems or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

### **Accuracy of Materials**

The materials appearing in NeoCollect, NeoScan are not comprehensive and are for general information purposes only. To the extent permitted by law, Si-Ware Systems does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials in NeoCollect, NeoScan, or otherwise relating to such materials or on any resources linked to NeoCollect, NeoScan.

### **Links**

Si-Ware Systems has not reviewed all of the sites linked to NeoCollect, NeoScan or on its corresponding website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by Si-Ware Systems of the site. Use of any such linked website is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

### **Right to Terminate**

We may suspend or terminate your right to use NeoCollect, NeoScan and these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

### **Severance**

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

### **Governing Law**

These Terms of Service are governed by and construed in accordance with the laws of Egypt. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.