



Website Terms of Use

THANK YOU FOR USING THIS WEBSITE (AVAILABLE AT: cymotive.com) (THE "WEBSITE"), OWNED AND OPERATED BY CYMOTIVE TECHNOLOGIES LTD. ("CYMOTIVE" OR "WE"). PLEASE READ THESE TERMS OF USE (THE "TERMS") CAREFULLY BEFORE YOU PROCEED TO USE THE SERVICES (AS DEFINED BELOW) BECAUSE THEY, ALONG WITH OUR PRIVACY POLICY, CONSTITUTE A BINDING AGREEMENT BETWEEN YOU, THE INDIVIDUAL OR THE ENTITY ACCESSING OR USING THE SERVICES, AND CYMOTIVE. BY ACCESSING THE SERVICES OR BY USING IT IN ANY MANNER, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

The Services

Throughout this Website, as may be modified and updated by Cymotive from time to time, including all content provided by Cymotive herein (Collectively the "Services"), Cymotive provides you with access to a variety of resources, which may include upload and download areas, communication forums and information. From time to time, Cymotive may modify or enhance the Services, and may offer additional tools and features, free-of-charge or subject to additional fees.

Proprietary Rights

Cymotive alone shall own all rights, title and interest in the Services and any intellectual property rights related to them, including all related unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world and any goodwill associated therewith (the "Intellectual Property Rights") in and to the Services, the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Services (the "Content") and all of Cymotive's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Cymotive in providing the Services.

Cymotive's name, trademarks, service marks, Cymotive's logos, and the product names associated with the Services are trademarks and/or service marks and/or trade names owned by Cymotive or third parties who licensed their rights to Cymotive, and no right or license is

granted hereunder to use them. You may not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to any of Cymotive's trademarks, service marks and logos. You must avoid any action or omission which may dilute, or tarnish Cymotive's goodwill. You agree to abide by all messages and signs pertaining to proprietary rights, such as – Copyright mark [©] or Trademark [® or ™] accompanying the Content. You agree to retain and avoid distorting such signs and notices in any copy thereof.

These Terms do not convey to you any ownership interest in or to the Services. Nothing in these Terms constitutes a waiver of Cymotive's Intellectual Property Rights under any law.

Restrictions

You may use the Services only as specified herein and as may be otherwise expressly permitted by Cymotive, you may not: (i) sell, resell, transfer, assign, copy, distribute, market, sublicense or otherwise commercially exploit the Services; (ii) display publicly, decompile, disassemble, reduce to human readable form, execute publicly, adapt, process, compile, translate, lend, rent, reverse engineer or combine any of the Services with other software or services; (iii) interfere in any manner with the functionality of the Services or use the Services in any way that breaches any code of conduct, policy or other notice applicable to the Services; or (iv) copy any ideas, features, functions or graphics of the Services or any Content; (v) modify, alter and create derivative works of the Services, either by yourself or by a third party on your behalf, in any way or by any means whether electronic, mechanical, optical or others; (vi) remove or tamper with any trademark, logo, copyright or other intellectual property notice appearing on or contained within the Services, whether of Cymotive or any other third parties; and (vii) otherwise use the Services not in compliance with the Terms.

Responsibilities and Acceptable Use of the Services

You are responsible for all of the acts or omissions associated with your access and use of the Services and the access and use of the Services by anyone on your behalf. You will abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with such use of the Services, including those related to data privacy, international communications and the transmission of technical or personal data. You will generally, comply with any instructions concerning access to and/or use of the Services that Cymotive may offer from time to time.

You specifically agree not to, in any way: (i) access (or attempt to access) the Services by any unauthorized or automated means, other than through the interface that is provided by Cymotive; (ii) breach the Terms or any other applicable rules and instructions that Cymotive may convey with respect to the use of the Services; (iii) interfere with or disrupt the integrity or damage the performance of the Services or any other computer system or network or circumvent or manipulate the operation, or functionality of the Services, including any hosting services provided by third parties to facilitate the Services; (iv) illegally impersonate any person or entity; (v) export illegally any controlled or restricted items, including software, algorithms, or other data that is subject to applicable export laws; or (vi) send, store, provide or link through the Services to any content or material that may reasonably be deemed as:

- Infringing or violating intellectual property rights of other parties, including patents, copyrights and trademarks;
- Software viruses, Trojan horses, worms, vandals, spyware and any other malicious applications or any other similar software or programs that may damage the operation of the Services;
- Encouraging, supporting, assisting, providing instructions or advising in the committing of a criminal offense, under any applicable laws;
- Constituting a violation of a person's right for privacy or right of publicity;
- Prohibited by any applicable law, including court restraining orders, to be posted, published, disseminated, or otherwise made available to the public;
- Threatening, abusive, harassing, defamatory, libelous, vulgar, obscene or racially, ethnically or otherwise objectionable;
- Unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.
 - You will indemnify Cymotive and its officers, directors, shareholders, agents, and employees, and hold them harmless against all damages and expenses (including reasonable attorney's fees) arising out of: (i) claims of third parties based on or related to your breach of any undertakings or representations in these Terms; (ii) any of your actions or omissions with respect to the performance of these Terms; (iii) your use of the Services.

Contributed Content

Cymotive may, at its discretion, allow you to upload, post, store, administrate, edit, deliver, make available and distribute content on the Services ("Contributed Content"), subject to these Terms.

You represent and warrant that you will not use the Services to contribute any illegal or abusive content, or use the Services for any abusive or illegal activity. Cymotive may, but is under no duty to, review all Contributed Content and remove or block access to such content.



Website Terms of Use

Cymotive may report any Contributed Content and share user identifiable information, if Cymotive believes, in its sole discretion that such content is illegal or abusive or may violate any third party rights.

Cymotive does not claim ownership over Contributed Content. However, you grant Cymotive an irrevocable, perpetual, sublicensable right to use, share, and commercialize your Contributed Content in any way and for any purpose at no charge, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Contributed Content.

No compensation will be paid with respect to the use of your Contributed Content, as provided herein. Cymotive is under no obligation to post or use any Contributed Content you may provide.

By posting a Contributed Content you warrant and represent that you own or otherwise control all of the rights to such Contributed Content.

Links to Third Parties

Insofar as the Services includes links to services or applications not operated or managed by Cymotive, Cymotive will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. Cymotive will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of goods or services you have accessed via links on the Services.

Registration and Account

By registering (when and if such registration is made available by Cymotive) to the Services or any part thereof, we may ask you to provide us with certain contact and personal details (including, without limitation email, password, gender, age and country). In addition, and subject to your discretion, you may also provide additional personal information if you want to take full advantage of our Services. Bear in mind that false, incorrect, or outdated information may prevent you from registering and impair our ability to provide you with the Services and

to contact you. You are fully accountable for any outcome resulting from your failure to provide true, accurate and complete details in the course of the registration process, and for any use or misuse of your account as a result of conveying your details to someone else.

By registering (when and if such registration is made available by Cymotive) with the Services you hereby agree to receive commercial information and advertising material via email or otherwise in accordance with section 30A of the Communications Law (Telecommunications and Broadcasting), 1982 and the Privacy Law, 5741 – 1981. You may notify Cymotive in writing, at any time, of your desire to remove your email address from Cymotive's mailing list by sending a message to: guy.golan@cymotive.com

Warranties and Liability

THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CYMOTIVE (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNEES). WITHOUT DEROGATING FROM THE AFORESAID, CYMOTIVE (INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS OR ASSIGNEES) DOES NOT MAKE ANY REPRESENTATION OR GUARANTEE AS TO THE SUCCESS OF THE SERVICE IN PREVENTION OF SECURITY THREATS AND YOU ACKNOWLEDGE AND UNDERSTAND THAT NO GUARANTY OF SUCH SUCCESS MAY BE GIVEN OR SHOULD BE EXPECTED. CYMOTIVE DOES NOT REPRESENT OR WARRANT THAT YOUR BROWSER WILL BE COMPATIBLE WITH THE SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE AFORESAID, THE AVAILABILITY AND FUNCTIONALITY OF THE SERVICES DEPEND ON VARIOUS FACTORS AND ELEMENTS, INCLUDING SOFTWARE, HARDWARE AND COMMUNICATION NETWORKS, WHICH ARE PARTIALLY PROVIDED BY THIRD PARTIES. THESE FACTORS ARE NOT FAULT FREE. WE DO NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL OPERATE WITHOUT DISRUPTION, LIMITATIONS, DELAYS, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES, OR IMMUNE FROM UNAUTHORIZED ACCESS OR ERROR FREE. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT CYMOTIVE IS UNDER NO OBLIGATION TO PROVIDE TECHNICAL SUPPORT UNDER THESE TERMS, AND PROVIDES NO ASSURANCE THAT ANY SPECIFIC ERRORS OR DISCREPANCIES IN THE SERVICES WILL BE CORRECTED.

IN NO EVENT SHALL CYMOTIVE BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, ANY BUGS, VIRUSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, EVEN IF CYMOTIVE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

YOU SPECIFICALLY ACKNOWLEDGE THAT CYMOTIVE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Services is controlled and offered by Cymotive from its facilities in Israel. Cymotive makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

Modification

Cymotive reserves the right to modify these Terms in its discretion from time to time, without notice. The most current version of the Terms can be reviewed by clicking on the "Terms of Use" hypertext link located on the Website pages. Therefore, we recommend that you read it periodically. Continued use of the Services after any such changes shall constitute your consent to such changes. You agree to be bound by any of the changes made in the Terms.

Privacy & Security

Cymotive respects your privacy. The use of the Services shall be subject to Cymotive's Privacy Policy available at <https://www.cymotive.com/privacy-policy/> (the "Privacy Policy"). Cymotive reserves the right to modify the Privacy Policy in its discretion from time to time. Therefore, we recommend that you read it periodically. Continued use of the Services after any such changes shall constitute your consent to such changes. Cymotive and third parties on its behalf implement information security systems and procedures to secure your personal information and to prevent unauthorized access to your account on the Services and any information routed through or stored on Cymotive's server computers. To learn more about how Cymotive secure your personal Information, please see Cymotive's Privacy Policy. By using the Services you agree to the terms of such Privacy Policy.

Notice

Cymotive may give you notice by means of a general notice on the Services or by electronic mail to your e-mail address on record in Cymotive's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after posting or 12 hours after sending by email. You may give notice to Cymotive (such notice shall be deemed given when received by Cymotive) at any time via Cymotive's contact details as appear at the "Contact Us" section available at <https://www.cymotive.com/contact-us/>. We reserve the right to publish in public – including on our Website – any communications with you, as long as your personal details shall not be revealed without your prior consent.

Miscellaneous

These Terms shall be exclusively governed by the laws of the State of Israel, without regard to the choice or conflicts of law provisions thereof, and any disputes, actions, claims or causes of action arising out of or in connection with these Terms or the Services shall be subject to the exclusive jurisdiction of the competent courts of Tel-Aviv, Israel. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or



Website Terms of Use

unenforceable provision, with all other provisions remaining in full force and effect. The failure of Cymotive to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Cymotive in writing. The section headings in these Terms are included for convenience only and shall take no part in the interpretation, or construing thereof. "Including", whether capitalized or not, means without limitation. These Terms may not be assigned by you without the prior written approval of Cymotive and any assignment without such prior written consent shall be void. We may incorporate Cymotive as a separate company or transfer ownerships rights and title in the Services, to a third party (whether by way of merger, sale of shares, sale of assets, license or otherwise). In that case, all of your details and information pertaining to you will be passed on to the corporation receiving the rights in the Services and you hereby give your prior consent thereto. The provisions of these Terms relating to proprietary rights, disclaimer of warranties and limitation of liability shall survive the termination or expiration of these Terms.