

# Terms of Use

Please read these terms of use carefully as they contain important information about your legal rights, remedies and obligations. Furthermore, please be aware of our [Cookie Policy](#), which sets out information about the cookies on the Websites (as defined below) and of our privacy policy (the “**Privacy Policy**”), both are incorporated into and governed by these terms of use (the “**Terms**”).

## 1. Acceptance of Terms

- 1.1. This website, <http://www.permac.co.il> and all mobile device applications, if any (the “**Websites**”) are being implemented and managed by Permac Ltd. of 8 Ha’pnina Street Ra’anana (“**Permac**”, “**us**” or “**we**”).
- 1.2. If you continue to browse and use the Websites you are agreeing to comply with and be bound by the Terms, which together with our [Privacy Policy](#), constitute a binding agreement between you (“**you**”, “**your**”) and us (the “**Agreement**”). The Terms govern your use of the Websites, both as a casual visitor and as a user, and any related services thereto. If you do not agree with the Terms, do not use the Websites.
- 1.3. You hereby affirm that you are fully able and competent to enter into the Terms, including the terms, conditions, obligations, affirmations, representations and warranties as set forth thereunder.
- 1.4. Please note that there may be special rules for the use of certain software and other items accessible on the Websites which may be included elsewhere within the Websites. Such rules are hereby incorporated by reference into the Terms.

## 2. Prohibited Uses and Security

- 2.1. The use of and/or access to the Websites by you and/or by anyone else on your behalf is and shall remain solely your responsibility, including for all acts or omissions associated and/or related to such use and/or access. You may use the Websites only for lawful purposes. Specifically, you may not use the Websites in any of the following:
  - In any way that breaches any of the Terms or in any other way than for the intended purpose of the Websites;
  - In any way that breaches any applicable local, national or international law or regulation, including, but not limited to, the engagement in an activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate laws governing privacy, defamation, mass email, spam, export control, consumer protection, unfair competition or false advertising;
  - In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
  - In any manner that, or has the potential to, infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others;
  - In any manner that, or has the potential to, reproduce, adapt, store, transmit, distribute, print, display, commercialize, publish or create derivative works from any part of the content, format or design of the Websites;
  - In any manner that, or has the potential to, develop or create a competitive or

similar websites or services;

- In any manner that, or has the potential to, interfere with any other party's use or enjoyment of the Websites (or servers or networks connected to it);
  - For the purpose of harming or attempting to harm anyone else in any way;
  - In order to mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
  - In any manner that, or has the potential to, upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
  - To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material, or any other form of similar solicitation (spam).
- 2.2. You are prohibited from violating or attempting to violate the security of the Websites, including, without limitation, (a) disclosing any confidential, proprietary or personal information you may learn using this Websites, except as expressly authorized by that person or Permac; (b) accessing data not intended for such use or logging into a server or account that you are not authorized to access; (c) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures; (d) attempting to interfere with service to any user, host, or network, including, without limitation, by submitting a virus, overloading, flooding, spamming, mail bombing, or crashing.
- 2.3. Violations of system or network security may result in civil or criminal liability. We may, at our sole discretion, cooperate with law enforcement authorities in prosecuting Websites users who are involved in such violations.

### **3. Ownership of Proprietary Rights; Limited License**

- 3.1. All the intellectual property rights evidenced by, and/or contained, and/or related to the Websites, including, without limitation, any related content that may be created in connection with the use of or registration to the Websites (referred to hereinafter as "**Intellectual Property Rights**") shall absolutely be owned by us (or, by a separate agreement, by our client under license). Those rights include, but are not limited to, database rights, copyrights, design rights (whether registered or unregistered), patents, trademarks (whether registered or unregistered), and other intellectual and proprietary rights, wherever existing in the world, together with the right to apply for protection of the same. All other trademarks, logos, service marks, and company or product names set forth on the Websites that are not our property are the property of their respective owners.
- 3.2. Nothing in the Terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of ours or any third party, whether by estoppel, implication or otherwise. You do not acquire any ownership rights by using the Websites or downloading material from or uploading material to the Websites.
- 3.3. Subject to these Terms, we grant you a non-exclusive, non-transferable, limited right to access, use and print the information and material on the Websites solely for your non-commercial or personal use provided that, you are authorized to access such information or material and keep intact all copyright and proprietary notices. If you seek to reproduce or otherwise use the content on this Websites in any way it is your

responsibility to obtain approval from us for such use.

- 3.4. You agree not to use the Websites for any commercial purposes, or to download, save, copy, transmit, or distribute the Content except as specifically allowed in these Terms. We may change, modify, suspend, or discontinue any aspect of the Websites at any time. We may also impose limitations on certain features or restrict or prohibit your access to parts or all of the Websites without notice or liability. You agree to be bound by any application, tool, or content specific rules published within the Websites. Any use of any Intellectual Property Rights or any other content or materials NOT expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark, and other laws. If you violate any of the Terms, your permission to use the Websites or any of its content, automatically terminates and you must immediately destroy any copies you have made of any portion of such information.
- 3.5. If you are issued a user name or other password (“**Password**”) to access any portion of the Websites, such right of access is personal to you and you may not permit any access or use of the Password by any third party. Without derogating from the foregoing, you shall supervise, and be solely and fully responsible for (i) all activities that occur under your Password, including any prohibited or unnecessary use of the Websites and (ii) maintaining the confidentiality of your Password.

#### **4. User Content**

- 4.1. If you post, upload, input, provide or submit your personal information and any other information to us (collectively, your “**User Content**”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via the Websites do not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via the Websites or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on the Websites, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these Terms; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.
- 4.2. You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account (including your Password), either with or without your knowledge. However, you could be held liable for losses incurred by Permac or another party due to someone else using your User Content or account (including your Password). You may not use anyone else’s User Content or account (or Password) at any time without the permission of such person or entity and Permac.
- 4.3. By posting, uploading, inputting, providing or submitting your User Content to us, you grant Permac, its affiliates and any necessary sub-licensees, subject to the Privacy Policy, a non-exclusive, worldwide, perpetual, royalty-free right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and

sub-license such rights to others. You also agree and acknowledge that by using the Websites, any and all communications and/or information transmitted by you to or through the Websites will not be treated as confidential or proprietary.

- 4.4. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of the Websites or if you breach any of your obligations under the Agreement, we may suspend your use of the Websites at any time for such reason.
- 4.5. Any User Content submitted by you on this Websites may be accessed by us globally.

## **5. Third Party Content**

We may display third-party content, advertisements, links, promotions, logos and other materials on the Websites (collectively, the “**Third-Party Content**”) for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. If you decide to access linked links, you do so at your own risk. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to the Websites nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date. It is also noted that such links operate under different privacy policies and terms of use and you should review those on the relevant links.

## **6. Privacy**

- 6.1. Permac is committed to protect your privacy and to protect your personal information, including its collection, storage, transfer or use by companies and third parties. Our collection and use of personal information in connection with your access to and use of the Websites is described in our Privacy Policy, and we urge you to read, review and comply with our Privacy Policy. By using the Websites, you consent to such processing and you warrant that all data you provide is accurate.
- 6.2. For contractual purposes, by submitting your e-mail to us you hereby agree: (a) to receive communications from us in an electronic form via the e-mail address you may have used; and (b) agree that all terms, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. If you do not understand and/or agree to any of the Terms, please do not use the Websites and do not provide any of your personal information.

## **7. Feedback**

- 7.1. We appreciate hearing from our users and welcome your comments regarding the Websites. Notwithstanding anything to the contrary herein, please be advised, however, that if you disclose, submit or send us questions, comments, suggestions, ideas, inventions, original or creative materials or other information, other than User Content, to us (collectively, “**Feedback**”), you do so on your own accord and not based on any request or solicitation from us.
- 7.2. We shall: (i) own all rights to the Feedback; (ii) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (iii) be entitled to unrestricted use of the Feedback for any purpose whatsoever, without

compensation to you or any other person. You represent and warrant that, unless expressly noted by you when you make the Feedback, all Feedbacks are your original creations, that you have all rights to them, and that they do not infringe or violate the rights of any part, including without limitation, any intellectual property rights or rights of privacy or publicity.

## **8. Aggregate Information**

We may gather information and statistics collectively about all visitors to the Websites which may include the information supplied by you. This information helps us to design and arrange the Websites in a user-friendly manner and to continually improve the Websites to better meet the needs of the Websites users. We may share this kind of aggregate data with selected third parties to assist with these purposes.

## **9. Indemnification**

- 9.1. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Permac Parties**”) from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your access to or use of the Websites; (ii) your User Content; (iii) any Feedback you provide; or (iv) your violation of the Agreement, laws, regulations or third party rights, including, without limitation, any intellectual property, property or privacy right. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.
- 9.2. We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification pursuant to the Terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and us.

## **10. Disclaimer**

THE WEBSITES AND ALL INFORMATION AND SERVICES PROVIDED THROUGH THE WEBSITES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES WHATSOEVER OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THE WEBSITES, ANY SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS.

PERMAC PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY WITH RESPECT TO THE CONTENT, INFORMATION, DATA, AVAILABILITY, UNINTERRUPTED ACCESS OR SERVICES PROVIDED THROUGH OR IN CONNECTION WITH THE WEBSITES; (B) ANY WARRANTIES THAT THE WEBSITES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS; (C) ANY WARRANTIES THAT THE WEBSITES, ITS CONTENT AND ANY SERVICES PROVIDED THROUGH IT ARE ERROR-FREE OR THAT DEFECTS IN THE WEBSITES, ITS CONTENT OR SUCH SERVICES WILL BE CORRECTED; (D) ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE; (E) ANY WARRANTIES THAT THE WEBSITES WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT; AND (F) ANY WARRANTIES OF NON-INFRINGEMENT. THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THE WEBSITES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THE WEBSITES. YOU AGREE THAT PERMAC PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITES, ITS SERVICES AND/OR THE MATERIALS DESCRIBED ON THE WEBSITES AT ANY TIME.

#### **11. Limitation of Liability**

IN NO EVENT WILL THE PERMAC PARTIES BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, INCIDENTAL, ACTUAL, EXEMPLARY, PUNITIVE OR SPECIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES) REGARDLESS OF WHETHER THE PERMAC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OR PERFORMANCE OF THE WEBSITES; (B) ANY PROVISION OF OR FAILURE TO PROVIDE THE WEBSITES OR ITS SERVICES (INCLUDING WITHOUT LIMITATION ANY LINKS ON THE WEBSITES); (C) ANY INFORMATION AVAILABLE FROM THE WEBSITES; (D) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; (E) UNAUTHORIZED ACCESS, USE OR ALTERATION OF THE TRANSMISSION OF DATA OR CONTENT TO OR FROM US; OR (F) THE FAILURE TO RECEIVE IN ANY WAY THE TRANSMISSION OF ANY DATA, CONTENT, FUNDS OR PROPERTY FROM YOU.

#### **12. Termination**

- 12.1. You may notify us of your decision to terminate the Agreement at any time. Upon termination, you shall immediately cease using the Websites, and the following Sections shall survive: 2, 3, 4, 5, 9, 10, 11 and 12.
- 12.2. Termination of your access to the Websites may also include removal of the User Content submitted by you as permitted by applicable laws. You agree that we shall not be liable to you or any third party for any termination/suspension of your access to any of the Websites and/or to any of your User Content and shall not be required to make the User Content available to you after any such termination, as permitted by applicable laws.
- 12.3. Permac may generally terminate this Agreement and cease offering or deny access to the Websites, at any time and for any or no reason without prior notice, as permitted by applicable laws.

#### **13. Minors**

The Websites are not intended for use by individuals who have not reached the age of legal majority in their jurisdiction. Specifically, that is the age at which an individual is recognize by the applicable law to be an adult and responsible for any legal obligations created by his or her actions. By using the Websites, you affirm that you have reached the age of legal majority in your jurisdiction.

#### **14. Changes to the Terms**

We may, in our sole discretion and without prior notice, revise and update the terms at any time.

You agree to check the terms from time to time to take notice of any changes we make as they are binding on you. In an event in which *material* modifications are made, we will provide, on a best effort basis, notice of material changes to these terms by posting or distributing a notice of such revisions, which shall be effective immediately on posting. Your continued use of the websites after the amended terms have entered into effect will constitute your acceptance of them. If any future changes to the terms are unacceptable to you or cause you to no longer be in compliance, you must immediately stop using the websites. In the event that a legal requirement is mandatory to constitute acceptance of the changes, we may also introduce immediate changes to the terms and require that you affirmatively accept them, in which case you will not be able to continue using the websites if you do not accept the amended terms. In any event, the most updated version of the terms will always be accessible on the Websites.

## **15. General**

- 15.1. Entire Agreement. The Agreement constitute the entire agreement between you and us with respect to the subject matter hereof and may only be modified by written amendment duly executed by us.
- 15.2. No Waiver. No waiver or alteration from the Agreement by us will be effective unless consented to explicitly and executed in writing by our authorized representative. Failure on our part to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not constitute a waiver of any of our rights.
- 15.3. Interpretation. Unless otherwise expressly provided, no provisions of the Agreement are intended or shall be construed to confer upon or give to any person or entity other than you and Permac any rights, remedies or other benefits under or by reason of the Agreement.
- 15.4. Assignment. You may not assign or transfer your rights and obligations under the Agreement. Any attempted or actual assignment thereof by you will be null and void. Permac may without restriction assign, transfer or delegate the Agreement and any rights and obligations hereunder, at its sole discretion. Your right to terminate the Agreement at any time remains unaffected. In case of such an assignment, you are entitled to terminate the Agreement with immediate effect. Permac will provide you with reasonable notice of any such assignment.
- 15.5. Severability. If any provisions of the Agreement are held to be illegal, invalid, or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions shall continue to remain in full force and effect. Nothing in the Agreement shall affect any non-waivable statutory rights that apply to you.
- 15.6. Governing Law and Jurisdiction. The Agreement and your use of the Websites will be governed by and construed in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws. Unless otherwise provided by applicable law, the courts located in Tel-Aviv-Jaffa, Israel shall have sole and exclusive jurisdiction over the Agreement and the subject matter of the Agreement and any dispute deriving therefrom. You and us expressly consent to the personal jurisdiction in the State of Israel and expressly waive any right to object to such personal jurisdiction or the convenience of such forum. You agree that any cause of action related to or arising out of your relationship with us must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## **16. Contact Us**

At any time, you may contact us with any question, claim or complaint that you may have with respect to the Websites, at [alon.k@fingen.co.il](mailto:alon.k@fingen.co.il).

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