

Terms of Service

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND REGISTERING FOR, ACCESSING AND/OR USING THE LUMINATE SERVICE.

By accepting these terms of Service (the “**Terms**”), or accessing and using the Luminare Service (defined below) or website, <https://luminatesec.com/> (“**Site**”, for clarity, the term “**Site**” includes all Content (defined below) on the Site, but excludes the Service, unless otherwise specified herein), you acknowledge that you, on your own behalf as an individual and on behalf of your employer or another legal entity (collectively, “**you**” or “**your**”), have read and understood and agree to comply with the terms and conditions below, and are entering into a binding legal agreement with Luminare Security Ltd. (“**Luminare**”, “**us**”, “**we**” or “**our**”). If you are entering into these Terms on behalf of your employer or other legal entity, you represent and warrant that you have full authority to bind said employer or other legal entity to these Terms. If you do not agree to comply with and be bound by these Terms or do not have authority to bind your employer or other legal entity, please do not accept these Terms or access or use the Service. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. For clarity, the term “**you**” or “**your**” apply to any user of the Site and/or Service.

1. **Description of the Service and Site.**

- 1.1. **Service.** Luminare security solution (the “**Service**”) is made available to you on a software as a service (SaaS) basis through a web portal on our Site and through connector components that are deployed in your datacenter and includes: (i) the software that you access via the Site; (ii) any other products, services, extensions and features made available or provided to you by Luminare in connection with the Service; and (iii) the trademarks, service marks and logos (“**Marks**”), text, documents, descriptions, products, graphics, photos, sounds, videos, interactive features, and contained in or made available through the Service (together with the Marks, “**Content**”).
- 1.2. **Site.** The Site is intended to provide you with information about Luminare and its products and services, to enable you to purchase a subscription to the Service, and provide subscribers to the Service with a web portal to access the Service.
2. **Ability to Accept Terms.** If you access and use the Service, you represent and warrant that you are at least 18 years old. The Site is only intended for individuals aged thirteen (13) years or older. If you are under 13 years please do not visit, access or use the Site. If you are between 13 and 18 years of age, then you must review these Terms with your parent or guardian before visiting, accessing or using the Site to make sure that you and your parent or guardian understand these Terms and agree to them. You may not access and use the Service if you are, and you represent and warrant that you are not, a competitor of Luminare.
3. **Subscription to the Service.** Subject to your compliance with these Terms, Luminare hereby grants you, and you accept, a limited, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) the Service during the Subscription Period (defined below) and use it solely for your internal purposes (“**Subscription**”).
4. **Order Form.** Your Subscription to the Service is subject to any restrictions or limitations set forth in the Order Form, including the number of Authorized Users. “**Order Form**” means Luminare’s then-current order form which you must complete and submit to Luminare in order to purchase a Subscription to the Service. Use of the Service or your Account by more Authorized Users than permitted in the Order Form may incur additional Fees, result in suspension or termination of this Agreement, your Account or access by the applicable Authorized Users or other penalties, or any combination of the above, as determined by Luminare in its sole discretion.
5. **Documentation.** To the extent that we make available Documentation (defined below) to you, you are permitted to use such Documentation solely for your internal business purposes and solely in connection with its use of the Service during the Subscription Period. You may print or copy the Documentation provided that all Luminare copyright notices are included therein. The Documentation shall be considered the Confidential Information of Luminare. Unless the Documentation is separately referred to herein, all references in these Terms to the Service shall include the Documentation. “**Documentation**” means user documentation that Luminare generally makes available to its Service customers.
6. **Authorized User.** Only an individual who has been designated by the Organization to access and use the Service (“**Authorized User**”). Authorized Users may include but are not limited to your employees, consultants, contractors and agents, and third parties with which you transact business.

7. **Site Access.** We hereby grant you permission to visit and use the Site for your information and personal use only, subject to these Terms and your compliance with applicable law.
8. **Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, sell, display, transmit, broadcast, transfer or distribute any portion of the Service or the Site to any third party, including, but not limited to your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Site or Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Site; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Site, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Site, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Service or Site for any purpose; (vi) take any action that imposes or may impose (at Luminate's sole discretion) an unreasonable or disproportionately large load on the Luminate infrastructure which supports the Site or Service; (vii) interfere or attempt to interfere with the integrity or proper working of the Service or Site, or any related activities; (viii) remove, deface, obscure, or alter Luminate's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Site, or use or display logos of the Service or Site without Luminate's prior written approval; (ix) use Luminate's Marks without our prior written consent; (x) use the Service or Site to develop a competing service or product; (xi) use the Service or Site to send unsolicited or unauthorized commercial communications; and/or (xii) use the Service or Site in any unlawful manner, for any harmful, irresponsible, or inappropriate purpose, or in breach of these Terms, any terms and conditions of any third-party product or service you use, or agreement you have entered into with any third party. Without derogating from the above, you agree to remain liable to Luminate for any act or omission of an Authorized User that would constitute a breach of these Terms if such acts or omissions were by you.
9. **Account.** In order to use the Service, you must create an account ("Account"). In creating your Account, you acknowledge and agree: (i) not to exceed the aggregate number of Authorized Users designated in the Order Form unless you first notify us in writing and pay Luminate the required additional subscription fees; (ii) to provide accurate and complete Account and login information; (iii) to keep, and ensure that, all Account login details and passwords are secured at all times; and (iv) to remain solely responsible and liable for the activity arising out of any failure to keep your Account details confidential; and (v) to promptly notify Luminate in writing if you become aware of any unauthorized access or use of your Account or the Service.
10. **Intellectual Property Rights.**
 - 10.1. **Site and Service.** The Service and the Site, including all Content contained or displayed on the Site or Service, are the property of Luminate and may be protected by applicable copyright or other intellectual property laws and treaties. Title and full, exclusive ownership rights in the Service and the Site (and all parts of either, including the Content), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including data related your usage of the Site and Service, and Luminate's intellectual property, and any rights therein not explicitly granted to you hereunder, are reserved to and shall remain solely and exclusively proprietary to Luminate (or its third party providers). "Luminate", the Luminate logo, and other marks are Marks of Luminate or its affiliates. All other trademarks, service marks, and logos used on the Site or Service are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Service, Site and the Content.
 - 10.2. **Feedback.** It is anticipated that you may provide suggestions, comments or other feedback to the Luminate Service and/or the Site ("**Feedback**"). Feedback shall be deemed the sole property of Luminate. Without derogating from the above, Luminate will be free to adopt such Feedback for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You and Your organization hereby waive any right to the Feedback, including but limited to, moral rights and any right for royalties or any other consideration. Without derogating from the above, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform any information and/or content that you post, disclose, publish or otherwise make available, including without limitation for publishing and redistributing part or all of such information and/or content (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in such information and/or content, to the extent permitted by law.
11. **Privacy Policy.** You acknowledge and agree that we will use any personal information that we may collect or obtain in connection with the Site and/or the Service in accordance with our Privacy Policy available at <https://luminatesec.com/privacy> ("**Privacy Policy**").

12. **Anonymous Information.** Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your or your Authorized Users' use of the Service and/or Site, and disclose it to provide, improve and publicize our products and services and for other business purposes. “**Anonymous Information**” means information which does not enable identification of an organization and/or any individual, such as aggregated and analytics information. Luminate owns all Anonymous Information collected or obtained by Luminate.
13. **Term and Termination.** Your Subscription, and the provisions of these Terms applicable to the Service, shall become effective on the earlier of: (i) the date that you commence access to or use of the Service; (ii) the date that we receive payment of any applicable Service subscription fee; or (iii) the date specified on the Order Form, and shall remain in effect until the expiration of the subscription period as set forth in the Order Form (at which point, subject to your payment of any applicable Service subscription fees, your subscription shall automatically renew for successive subscription periods unless terminated earlier by us or by you pursuant to these Terms (the subscription period, including any renewal periods, “**Subscription Period**”). If you continue to access or use the Service past any subscription period renewal date, you shall be deemed to have renewed your subscription to the Service for the corresponding renewal period and shall be liable to pay all applicable fees in connection with such renewal period. You may terminate your Subscription by cancelling your Account through the tools that we make available within the Service or by sending a cancellation request to us at info@luminatesec.com, in which case we will use commercially reasonable efforts to respond within a reasonable time. We may terminate your Subscription (and cease to provide the Service to you and/ or any part of it) at any time, including without limitation in the event that you breach these Terms.
14. **Effect of Termination of Service.** Upon termination of your subscription to the Service, your Account and all licenses granted by Luminate under this Agreement with respect to the Service shall be terminated. We shall not be liable to you or any third party for termination of your use of or access to the Site or Service, or any portion thereof. This Section 14 and Sections 8 (*Restrictions*), 10 (*Intellectual Property Rights*), 11 (*Privacy Policy*), 12 (*Anonymous Data*), 20 (*Warranty Disclaimer*), 1818 (*Limitation of Liability*), 19 (*Indemnification*), 20 (*Disclosure*), 25 (*Governing Law and Disputes*) and 26 (*General*), as well as any other provision which is intended to survive termination of the Terms or your subscription to the Service, shall survive termination of these Terms and your subscription to the Service.
15. **Suspension.** If we believe, in our sole discretion, that you are using the Service in a manner that may cause harm to us or any third party, or in breach of these Terms, then we may, without derogating from our right to terminate your Subscription as specified in these Terms, suspend or terminate your Account or your access to and use of the Service, or parts thereof.
16. **Fees.**
 - 1.1. **Service Fees.** Your access to and use of the Service is subject to your payment in full of the subscription and other fees according to Luminate price list in the Oder Form and/or applicable quote provided to you (“**Fees**”). You acknowledge and agree that the Fees are based on the number of Authorized Users designated in the Order Form, even if a smaller number of Authorized Users ultimately use the Service in a given Subscription Period (however, use of the Service or your Account by more Authorized Users than permitted in the Order Form may incur additional Fees, result in suspension or termination of this Agreement, your Account or access by the applicable Authorized Users or other penalties, or any combination of the above, as determined by Luminate in its sole discretion). You shall make such payments, and the Fees shall be charged as set forth in the Order Form.
 - 1.2. **Payment Terms.** All Fees are stated, and shall be paid, in US Dollars, are non-refundable and, unless otherwise stated in the Order Form, are exclusive of all taxes, levies, or duties, which are your responsibility. If you are located in a jurisdiction which requires you to deduct or withhold taxes or other amounts from any amounts due to us, you must notify us in writing. In such a case, we reserve the right to assess the withheld amount or to increase the gross amount of the applicable payment so that, after the deduction or withholding for taxes, the net amount paid to us will not be less than the amount we would have received without the required deduction or withholding. The available payment methods and the required payment schedule are set forth in the Order Form.
 - 1.3. **Payment Processing.** The Order Form may enable you to purchase a Subscription and pay the Fees online by using your credit card or other online tools or services. We may engage a third party, for online payment processing service, and in addition to these Terms, you agree that such third party terms and conditions shall apply to your online payments of the Fees.
17. **Warranty Disclaimer.**

OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES IS PROVIDED ON AN “AS IS” BASIS. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE.

- 17.1. LUMINATE DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SITE OR SERVICE WILL BE UNINTERRUPTED, ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL CODE BUT SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO ADHERE TO THE STRICTEST INTERNATIONAL STANDARDS OF INFORMATION SECURITY AND SHALL ENDEAVOUR TO MAKE ITS INFRASTRUCTURE AND OPERATIONS SUBJECT TO THIRD PARTY AUDIT STANDARDS AND APPLICABLE COMPLIANCE FRAMEWORKS.
- 17.2. LUMINATE OFFERS NO WARRANTY REGARDING THE RELIABILITY OF THE PERFORMANCE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT THE SERVICE, INCLUDING ANY ANTI-VIRUS OR ANTI-SPAM FEATURES, WILL DETECT, BLOCK OR PREVENT ALL VIRUSES, SPAM OR OTHER HARMFUL OR UNWANTED CODE OR INTRUSIONS.
- 17.3. LUMINATE DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE AND/OR THE SITE. YOUR USE OF AND RELIANCE UPON SERVICE OR SITE, OR CONTENT AND YOUR DATA IS ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND LUMINATE, ITS AFFILIATES AND THIRD-PARTY PROVIDERS, SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU IN CONNECTION WITH ANY OF THE FOREGOING.
- 17.4. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 17.5. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.
18. **Limitation of Liability.**
NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW:
- 18.1. IN NO EVENT WILL, LUMINATE ITS AFFILIATES AND THIRD-PARTY PROVIDERS, BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR: (I) ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, BUSINESS, OR ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
- 18.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LUMINATE, ITS AFFILIATES OR ITS THIRD-PARTY PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITE AND THE SERVICE), EXCEED THE TOTAL AMOUNT PAID BY YOU (IF ANY) IN CONNECTION WITH THE APPLICABLE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 18.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 1818 SHALL APPLY: (I) EVEN IF LUMINATE, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).
- 18.4. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU AFTER THE EARLIER OF (A) 12 MONTHS AFTER THE DATE ON WHICH YOU BECOME AWARE THAT A CAUSE OF ACTION HAS ARISEN, OR (B) THE PERIOD SET FORTH UNDER THE APPLICABLE STATUTE OF LIMITATIONS.
19. **Indemnification.** You hereby agree to indemnify, defend and hold harmless Luminate and its respective affiliates, officers, directors, employees and agents from and against any and all claims, damage, obligations, liabilities, loss, expense, legal expense (including but not limited to attorney's fees) or cost incurred as a result of (i) your use of or inability to use the Services; and (ii) your violation of these Terms, including any false representation.
20. **Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Service and/or the Site as we reasonably believe necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request, (ii) enforce these Terms, including to investigate potential violations hereof,

(iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to your support requests, and/or (v) protect the rights, property or safety of Luminate, its users or the public.

21. **Links.**

21.1. The Site or Service may contain links to third party websites that are not owned or controlled by Luminate. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release us from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

21.2. We permit you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Luminate or present any false information about us and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website that you do not own; (v) your website, and domain name, does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

22. **Government Use.** If you are part of an agency, department, or other entity of the United States Government (“**Government**”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Service is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. Any such software is a "commercial item", "commercial computer software" and "commercial computer software documentation". In accordance with such provisions, any use of such software by the Government shall be governed solely by the terms of these Terms.

23. **Assignment.** These Terms, and any rights granted hereunder, may not be transferred or assigned by you but may be assigned by Luminate without restriction.

24. **Modifications.** We reserve the right, at our discretion (unless otherwise agreed in writing), to change these Terms at any time. Such change will be effective ten (10) days following our sending a notice thereof to you or posting the revised Terms on the Site, and your continued use of the Service thereafter means that you accept those changes.

25. **Governing Law and Disputes.**

25.1. These Terms and any disputes between you and Luminate shall be governed by the laws of the State of Israel, without reference to its conflict of laws rules.

25.2. The exclusive jurisdiction and venue for all disputes between you and Luminate shall be the courts located in Tel Aviv-Yaffo, and each party hereby irrevocably consents to the jurisdiction of such courts. Application of the *United Nations Convention on Contracts for the International Sale of Goods* and the *Uniform Computer Information Transaction Act* are excluded from these Terms. Notwithstanding the foregoing, Luminate reserves the right to seek injunctive relief in any court in any jurisdiction.

26. **General.** We reserve the right to discontinue or modify any aspect of the Site at any time. These Terms, the Order Form and Privacy Policy, represent the complete agreement concerning the Service and the Site between you and Luminate and supersede all prior agreements and representations related to the subject matter hereof. To the extent of any inconsistency or conflict between these Terms and an Order Form, these Terms shall prevail. Section headings are provided for convenience only and have no substantive effect on construction. Except for your obligation to pay Luminate, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. Nothing herein shall be construed to create any employment relationship, partnership, joint venture or agency relationship or to authorize any party to enter into any commitment or agreement binding on the other party. If any provision of these Terms is held to be unenforceable, these Terms shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.