

PHYSIO-LOGIC TERMS OF USE

IMPORTANT INFORMATION:

These Terms of Use (the "**Terms**", in short) constitute a binding agreement between us, Physio-Logic Ltd., a private company incorporated in Israel, with registered place of business at 18 HaCharoshet St., Ramat HaSharon, Israel, 4702518 ("**Physio-Logic**", "**we**", "**us**" or "**our**") and you and govern your access to and use of our website located at [www.physio-logic.co.il] (the "**Site**"). Please read these Terms carefully before accessing and using the Site.

By using our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our site.

We recommend that you print a copy of these Terms for future reference.

We may update these Terms at any time to reflect changes in law or best practice or to deal with additional features which we introduce. Your use of the Site following any amendment of these Terms will signify your assent to and acceptance of the revised Terms.

In order to contact us, you may use the "contact us" option on the Site.

1. THE PHYSIO-LOGIC SITE

Our Site informs the site visitor(s) about the services offered by Physio-Logic.

We may, for any reason, update and change the Site from time to time. Such change may include redesign or modification of the organization, structure, specifications, "look and feel," navigation, features and other elements of the Site, the services and products, or any part thereof, as well as any other changes.

We do not guarantee that the Site, or any service, product or content provided, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons.

2. YOUR USE OF THE SITE

a. Content and Trademarks

The content on the Site, including without limitation, text, descriptions, photographs, video or audio sequences, products, software, graphics, illustrations, all page headers, button icons, scripts, interactive features, services, and any other content on the Site ("**Content**") and all intellectual property rights in the Site and in the Content are owned by or licensed to us.

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separately from any accompanying text. You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.

“Physio-Logic”, the Physio-Logic logo, are trademarks of Physio-Logic or our affiliates. All other trademarks, service marks, and logos used or displayed on our Site are the trademarks, service marks, or logos of their respective owners.

b. Do Not Rely on Information on this Site

The Content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the Content on our Site. It is not intended as an offer, solicitation, invitation or inducement for the purchase, sale or holding of any product or service in any jurisdiction.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the Content on our Site is accurate, complete, or up to date.

c. Unauthorized use

You must NOT:

- (i) use the Site in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, trojans, worms, logic bombs or technologically harmful data, into the Site or its operating system;
- (ii) duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found in the Site except as permitted in these Terms, or as expressly authorized by us;
- (iii) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to enable the Site, or any part thereof;
- (iv) attack our Site via a denial-of-service attack or a distributed denial-of service attack;
- (v) utilize or copy information, content or any data you view on or obtain from the Site to provide any service that is competitive, in our sole discretion, with the Site;
- (vi) access the Site or the server on which our Site is stored without authorization, via automated or manual means or processes;
- (vii) attempt to or actually override any security component included in or underlying the Site, including without limitation content filtering techniques; or

(viii) Interfere or disrupt the Site, any servers or networks connected to the Site, or the underlying software, including without limitation by way of uploading a virus or any other malware to such.

In the event of any breach hereof, your right to use our Site will cease immediately.

3. THIRD PARTIES' LINKS, WEBSITES, AND SERVICES

The Site may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We are not affiliated with those websites, have no control over those websites, and assume no responsibility for the content, privacy policies, or practices of any third-party websites. In addition, we will not and cannot censor or edit the content of any third-party site.

If you access any third party's website, service, or content from our Site, you do so at your own risk. By using the Site, you expressly release us (and our owners, employees, agents, affiliates, and/or licensors) from any and all liability or responsibility arising from your use of any third-party website, information, materials, products, or services, including any responsibility for monitoring any transaction between you and such third-party, other than as provided herein. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Accordingly, we encourage you to be aware when you have left the Site and to read the terms and conditions and privacy policy of each other website that you visit.

4. LINKING TO OUR SITE

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

5. DISCLOSURE

We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

- (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request;
- (ii) enforce these Terms, including investigation of potential violations of it;
- (iii) detect, prevent, or otherwise address fraud, security or technical issues;
- (iv) cooperate with law enforcement authorities or prevent child exploitation;
- (v) respond to user support requests; or
- (vi) protect our, our users' or the public's rights, property or safety.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOUR USE OF OUR SITE IS AT YOUR OWN RISK. THE SITE IS PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS AND WITHOUT ANY KIND OF WARRANTY (EXPRESS OR IMPLIED). TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF USING THE SITE.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS SHALL NOT BE LIABLE FOR ANY LOSS OF MONEY, GOODWILL, REPUTATION, DATA, INTANGIBLE LOSSES, SPECIAL, INDIRECT, DIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, THAT RESULT FROM (I) THE USE OF, OR THE INABILITY TO USE, THE SITE; (II) ANY CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS; EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

IN ANY EVENT AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION, TO THE EXTENT PERMITTED BY LAW YOU AGREE THAT OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES AND LOSSES SHALL NOT IN ANY CIRCUMSTANCES EXCEED USD 100.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. THIRD-PARTY RIGHTS; ASSIGNMENT

These Terms do not grant any rights or licenses, and any rights or licenses hereunder are not granted, to any third party, and may not be transferred or assigned by you, but may be assigned by us without restriction or notification to you.

9. INDEMNITY

You agree to defend, indemnify and hold harmless us, our affiliates, and our and their respective owners, officers, directors, employees, agents, and/or licensors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Site; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right.

This defense, hold harmless and indemnification obligation will survive any termination of these Terms and your use of the Site.

10. GOVERNING LAW AND JURISDICTION

These Terms shall be governed and construed by the laws of Israel, without respect to its conflict of laws principles. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa, Israel, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

11. SURVIVAL

To the extent permitted by applicable law, all Sections of these Terms which by their nature should survive termination will survive the termination of these Terms, including, without limitation Sections 2 (*Your Use of the Site*), 5 (*Disclosure*), 6 (*Disclaimer*), 7 (*Limitation of Liability*), 9 (*Indemnity*), 10 (*Governing Law and Jurisdiction*), 12 (*Other Important Terms*).

12. OTHER IMPORTANT TERMS

We reserve the right to discontinue or modify any aspect of the Site at any time. These Terms, together with the Privacy Statement, and any other legal notices published by us on the Site, shall constitute the entire agreement between us concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.