

Terms of use

The website located at www.adres.co.il (the "Site") is a copyrighted work belonging to Adres, Inc. ("Company", "us", "our", and "we"). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

THESE TERMS OF USE ("**AGREEMENT**") SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SITE OR ACCEPT THE AGREEMENT IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE SITE.

1. SITE

1.1 License. Subject to the terms of this Agreement, Company grants you a non-transferable, non-exclusive, license to use the Site for your personal, noncommercial use.

1.2 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site content must be retained on all copies thereof. In addition, you agree not to use the Site to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (iv) attempt to gain unauthorized access to the Site, other computer systems or networks

connected to or used together with the Site, through password mining or other means; or (v) introduce software or automated agents or scripts to the Site so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, and in all cases only to the extent permitted by any robots.txt or other similar exclusion file that may be implemented for the Site from time to time).

1.3 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Site or any part thereof with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any part thereof.

1.4 No Support or Maintenance. You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.

1.5 Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site are owned by Company or Company's licensors. The provision of the Site does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. Company and its suppliers reserve all rights not granted in this Agreement.

1.6 Feedback. If you provide Company any feedback or suggestions regarding the Site ("Feedback"), you hereby assign to Company all rights in the Feedback and agree that Company shall have the right to use such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

2. INDEMNITY You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of this Agreement; or (c) your violation of applicable laws or regulations. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

3. THIRD PARTY SITES AND ADS

3.1 Third Party Sites & Ads. The Site might contain links to third party websites, services, and advertisements for third parties (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of Company and Company is not responsible for any Third Party Sites & Ads. Company provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site & Ad, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites & Ads.

3.2 Release. You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Site users or Third Party Sites & Ads. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4. DISCLAIMERS

THE SITE IS PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR (AND OUR SUPPLIERS') LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY U.S. DOLLARS (U.S.\$50) OR (B) AMOUNTS YOU'VE PAID COMPANY IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

5. TERM AND TERMINATION Subject to this Section, this Agreement will remain in full force and effect while you use the Site. We may (a) suspend your rights to use the Site or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site in violation of

this Agreement. Upon termination of this Agreement, your right to access and use the Site will terminate immediately. Company will not have any liability whatsoever to you for any termination of this Agreement. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 1.2, 1.5, 1.6, 2, 3.2, 4, and 6.

6. GENERAL

6.1 Changes to Terms of Use. This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site. Any changes to this Agreement will be effective thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

6.2 Dispute Resolution.

(a) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. Any action or proceeding relating to a claim or controversy at law or equity that arises out of or relates to this Agreement or the Site (a "claim") must be brought in a federal or state court located in San Francisco, California and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding, unless such claim is submitted to arbitration as set forth below. Notwithstanding anything to the contrary, Company may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or proprietary information.

(b) **Alternative Dispute Resolution.** For any claim where the total amount of the award sought is less than \$10,000 USD, the party requesting relief may choose to resolve the dispute through binding non-appearance-based arbitration in accordance with the following: (i) the arbitration will be provided through a nationally-recognized alternative dispute resolution provider mutually agreed upon by the parties; (ii) the arbitration will be conducted in one or more of the following manners at the option of the party initiating arbitration: telephone, online, or written submissions; (iii) the arbitration will not involve any personal appearances by the parties or witnesses unless otherwise agreed by the parties; and (iv) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for

convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.