

## Use of Website Terms and Conditions

### **1. Introduction**

- 1.1 This document regulates the terms and conditions of use of the website found at the following web address: <http://directors.entropy.co.il/home> (hereinafter, the “**Website**”), which is operated and maintained by Entropy Financial Research Services Ltd. (hereinafter, “**Entropy**”).
- 1.2 Any activity and use of the Website, including web-surfing, viewing the Website’s content, registering with the Directors Database, are all subject to the terms and conditions of use set forth hereinbelow (hereinafter, the “**Terms of Use**”), and they constitute the user’s and/or web-surfer’s and/or candidate’s (hereinafter, the “**User**”) consent to the Terms of Use being binding on such User and that such User will act in accordance with such Terms of Use.
- 1.3 If you have any reservations regarding any of the provisions of these Terms of Use, or if you do not agree to them, you are required to leave the Website immediately.
- 1.4 Entropy may, from time to time, in its absolute and sole discretion, change the provisions of these Terms of Use, without the User having any right or claim whatsoever in connection therewith.
- 1.5 In these Terms of Use, reference to the male gender includes the female and neuter gender, and vice-versa.
- 1.6 Titles and headings of provisions in these Terms of Use are for convenience and reference purposes only and shall not be used in the interpretation of these Terms of Use.

### **2. Rules of Using Website**

- 2.1 User undertakes to act and make use of the Website in a proper and acceptable manner, as well as in accordance with any applicable law.
- 2.2 Without derogating from the generality of the foregoing, User shall refrain from using the Website in a manner that may harm and/or breach, in any way whatsoever, the rights of third parties, including copyrights, trade secrets, or trademarks, and further, shall refrain from, harming any person’s and/or entity’s reputation and/or impersonate another person and/or entity.

- 2.3 Without derogating from the generality of the foregoing, User undertakes to refrain from running any kind of software on the Website's databases and/or try and copy or bypass in any way whatsoever the navigation pane and structure of the Website, and/or attempt to and manipulate the Website's database, and/or to interrupt or interfere with the orderly operation of the Website.
- 2.4 User undertakes not to make commercial use and/or activity whatsoever, with or through the Website.

### 3. Liability

- 3.1 Usage of the Website's content shall be done at User's sole and full responsibility, without there being any obligation or liability on the part of Entropy as to the correctness and/or credibility and/or accuracy and/or completeness and/or updatedness and/or suitability of such content to User's needs.
- 3.2 Without derogating from the aforesaid, Entropy is not liable for any interruption in the availability of the Website and its usage, nor for any viruses or malware on the Website. Entropy hereby expressly states that it **does not undertake nor guarantee** that usage of the Website will be free of interferences and/or disruptions and/or malfunctions and/or problems and/or failures and/or damages, including but not limited to malfunctions and problems involving communications providers, infrastructure providers and so forth.
- 3.3 Without derogating from any of the foregoing, Entropy shall not be liable in the event that, any transaction or service offered on or through the Website, are not provided for any reason whatsoever, whether in whole or in part.
- 3.4 Without derogating from the foregoing, Entropy is not liable towards the User and/or towards any other person, whether directly or indirectly, for any direct or indirect damage related to usage of the Website, including but not limited to damage resulting from using the Website, and/or from relying on the information included on the Website, and/or from the services being provided on the Website, and/or for any inability to use the Website and/or its services, and/or from any malfunction of the Website, and/or from loss of information and/or damage caused to User's computer and/or to information stored on User's computer and/or damage caused from full or partial deletion of stored information thereon, including any other damage, whether foreseeable or not, and User hereby agrees that it is solely and exclusively responsible and liable for any use it makes with or on the Website as well as any damage that may result from such usage.

- 3.5 Entropy does not undertake that the Website and/or the services provided through it will continue for any specific or fixed period of time, nor that the Website will remain available and/or that its availability will not be ceased either temporarily or permanently, nor that the Website will continue to be operated in its current format. Entropy reserves its right to cease the Website's operations and/or the services provided therethrough as well as its right to change the foregoing, at any time in its sole and absolute discretion. Moreover, Entropy may, in its absolute and sole discretion, make changes of any kind, as well as cancel, alter, and update all of the Website's functionalities. Any interruption or disruption in the Website's ongoing and orderly operations, whilst making changes, alternations and improvements thereon, will not give rise to any cause of action, claim or demand by or on behalf of the User.
- 3.6 Despite each User undertaking and declaring that the provisions of these Terms of Use and his Registration Information, as defined below, is correct and accurate, and that Entropy is not liable for the content of the Registration Information, and it is not and shall not be held liable for any use made by any third party and which is based on reliance on said Registration Information and/or any other information published on the Website.
- 3.7 User hereby undertakes to indemnify Entropy and any person acting on its behalf (including, but not limited to, its executives and employees) for any damage, out-of-pocket expenses, and other expenses (including legal fees) that they sustain and which are related to an unauthorized and/or malicious and/or ill-intended use of the Website, including but not limited to a violation of these Terms of Use and/or improper conduct.

#### **4. Payment Methods and Cancellation of Transactions**

- 4.1 You may register to the directors database within the Website, and pay for such registration, among other means, via credit card.
- 4.2 When completing a transaction on the Website, the User will be required to include the following details in the payment interface page: identification number, first name, last name (name and corporate registration number, as applicable), telephone number, address, postal code, email address and method of payment. Additional information may be required, as will appear on the Website.
- 4.3 When completing a transaction, the User declares and undertakes that the means of payment he is using, are owned by him (or by the corporation in whose name the

transaction is being made), that the method of payment is valid, and that he is authorized, by law and/or agreement, to execute the transaction in the relevant transaction amount using the chosen method of payment. Additionally, completing the transaction constitutes a declaration by the User that the information filled-in on the registration interface page, is correct, complete, accurate and up-to-date. Execution of a transaction by a corporation, further constitutes a declaration that the person acting on behalf of the corporation is authorized to do so by law, and according to the corporation's documents of incorporation.

- 4.4 The information and details filled-in by the User on the payment interface page, including the details of any means of payment, will be collected and kept by Entropy and/or anyone acting on its behalf, and they will only be used according to the Website's privacy policy. You are not required to provide any information, however, without providing the required information you will not be able to carry out a transaction on or through the Website. Entropy undertakes to refrain from transferring your information to a third party other than to Tranzilla Ltd.
- 4.5 Subject to the provisions of applicable law, including provisions of consumer protection laws, in any case of cancellation of a paid-for service prior to the end of the service term, the User shall not be entitled to any refund whatsoever, and Entropy shall not be liable to indemnify the User for any amount.

#### **5. Registration to the Directors' Database**

- 5.1 A User may register to be included in the directors' database which shall form an integral part of the Website.
- 5.2 For the purpose of registering to the directors' database, the User will be required to deliver his personal details as required in the relevant forms included in the Website, including information regarding relevant experience, education, competency and more (hereinafter, the "**Registration Information**"). User hereby declares, that he is aware that he is not obligated to deliver the Registration Information to Entropy, and delivering such Registration Information is being done solely with his consent to so doing and he does so out of his free will and desire to be included in the directors' database.
- 5.3 User declares that he is providing the Registration Information with the intent that they be published on the Website and in the directors' database and/or any other place according to Entropy's discretion, and that such Registration Information will be passed

on to third parties, including bodies and entities interested in retrieving information from the directors' database.

- 5.4 A User that fills-in his Registration Information hereby gives his consent to the publication of such Registration Information on the Website and in the directors' database, as well as its storage in the Entropy records. Additionally, a User that provides his Registration Information, hereby further gives his consent to the transfer of his Registration Information by Entropy to any person or entity, including, public companies, institutional investors, private corporations and the like. Registering with the directors' database means that the User hereby waives any claim whatsoever against Entropy or any other party with respect to the transfer of his Registration Information to any person or entity, including a waiver of a claim of violation of his privacy and/or confidence. Furthermore, in the event that the publication and/or transfer of User's Registration Information to any third party, results in harm to User's reputation, directly or indirectly, User hereby waives, in advance, any and all claims against Entropy and any third party in this respect.
- 5.5 Users who are candidates for director positions, hereby declare and agree, that Entropy is not responsible or liable for any use made by others of their Registration Information, and that it is not responsible for any other person or entity demanding the Registration Information, and/or appointing Users to serve as directors, and/or that registration for inclusion in the database and/or to the Website will result in any benefit to such Users.
- 5.6 In addition, and for the removal of any doubt, it is hereby clarified that Entropy is not responsible or liable for, registration and inclusion in the database being capable of helping any User in being appointed to serve as a director with any company, and it is not responsible nor liable for use or non-use of the information by any entity.

## **6. Copyrights and Intellectual Property**

- 6.1 All rights in the Website, the directors' database and in any content or information published on the Website and/or related to the Website, including but not limited to, the database, Website design, Website structure, Website implementations and applications, computer code, graphic files, text, reviews, data, articles, news items, analyses and any other material or information included in the Website, is the sole and exclusive property of Entropy and/or anyone on its behalf and/or entitles with whom Entropy contracted.

6.2 Any Website content listed in Section 6.1 above, in any form whatsoever, may not be copied, distributed, disseminated, publicly displayed or delivered to any third party, nor may it be used for any commercial use, without the prior consent of Entropy.

**7. Governing Law and Jurisdiction**

7.1 Use of the Website and any matter arising from or pertaining to these Terms of Use and the Website, including and without derogating from the generality of the foregoing, the interpretation and/or performance and/or violation and/or validity and/or legality and/or cancellation of these Terms of Use, shall be solely and exclusively subject to, and governed by, the laws of the State of Israel.

7.2 The competent courts of Tel Aviv-Jaffa shall have sole and exclusive subject matter and local jurisdiction to adjudicate any and all matters arising or resulting from these Terms of Use and usage of the Website.