

## TERMS OF SERVICE

**Last update: May 22nd. 2018**

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE CONTINUING TO USE THE SITE (AS DEFINED BELOW).**

This Site is aimed at consumers and aims to enable you to find out information about RISCO products and services and to leave your details to request further information about RISCO's products and services. Businesses wishing to find out more about our products and services should go to [insert url].

These Terms of Service ("**Terms**") govern your access to and use of the Site. Please read these terms carefully. The term "you," as used in these Terms, means any person or entity who accesses or uses the Site. These Terms give you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACKNOWLEDGING THE AGREEMENT OR BY ACCESSING AND USING THE SITE, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE SITE AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING THE SITE.

AS DESCRIBED BELOW, SECTIONS 7 AND 8 DESCRIBE IMPORTANT LIMITATIONS OF THE SITE. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

**We may from time to time modify or revise these Terms by updating this page for legal or operational reasons. Your use of the Site following any such change constitutes your agreement to follow and be bound by the Terms as changed. If any change is unacceptable to you, your only recourse is to terminate your use of the Site.**

### **1. INFORMATION ABOUT US**

RISCO Ltd. is a company incorporated under the laws of Israel, with registered number 51-180052-6, with registered address at 14 HaChoma Street, Rishon LeZion, Israel, provides and operates the website that may be accessed at [insert URL] (the "**Site**"), which can be accessed through any computer or mobile device. If you have any queries about the Site, these should be directed to [marketing@riscogroup.com](mailto:marketing@riscogroup.com).

### **2. OVERVIEW AND RELATION TO OTHER AGREEMENTS**

2.1. These Terms do not govern your use of any services or products purchased from RISCO or RISCO's channel partners, to which separate terms apply. For RISCO products or services these will be made available to you when you purchase the products or on the site where you access the services.

2.2. Our Privacy Policy [ADD LINK] is incorporated by reference into these Terms and you are agreeing to accept and abide by the Privacy Policy by using the Services.

### 3. USING THE SERVICES

3.1. You represent and warrant that you are over the age of 18. Any use or access to the Site by individuals under the age of 18 is strictly prohibited and is a violation of these Terms.

3.2. Certain materials may be displayed on the Site (including, but not limited to text, blogs, graphics, articles, photographs, video, images, and illustrations as well as tools and content you can generate via tools on the Site) ("**Content**"). The Content also includes information that you and other users provide us in the course of using the Site, including making use of any feature allowing users to upload comments to the Site (collectively, "**User Submissions**"), which we may use to contact you in accordance with the Privacy Policy [ADD LINK]. You agree that your User Submissions are considered non-confidential and non-proprietary and you agree to grant us the license described in Section 4 below in respect of your User Submissions. You are solely responsible for all User Submissions you submit via the Site; you represent and warrant that you have all rights necessary to do so, in the manner in which you contribute it, and that your User Submissions will comply with the requirements set out in these Terms, including in Section 9 below. You shall abide by all copyright notices, trademark rules information, and restrictions contained in any Content accessed through the Site, and, except as expressly permitted in these Terms, shall not use, copy, reproduce, modify, translate, publish, post, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right. You acknowledge and agree that RISCO does not control, verify, endorse or approve any User Submissions, however, RISCO reserves the right to remove any Content including User Submissions from the Site at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence or the requirements set out in Section 9 below), or for no reason at all. RISCO also reserves the right to disclose your identity to any third party who is claiming that any of your User Submissions constitutes a violation of their intellectual property rights, or of their right to privacy and to any authority. You may use the Content solely for your non-commercial, personal purposes including learning about our products and services, but not to generate revenue. You have no right, title or interest in any Content (other than your own User Submissions), whether as a result of downloading such Content or otherwise. RISCO and its licensors reserve complete title and full intellectual property rights in all Content (other than your own User Submissions). If you wish to complain about any third party User Submission, please notify us via email at [ADD ADDRESS].

3.3. You agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Site, or any other system, device or property. You agree not to remove, obscure or alter any proprietary rights notices

(including copyrights and trademark notices) which may be contained on the Site or displayed in connection with the Content.

3.4. From time to time, we may restrict access to some parts of our Site.

3.5. You are responsible for making all arrangements necessary for you to have access to our Site and also for ensuring that all persons who access or use our Site through your mobile phone or internet connection are aware of and comply with these Terms.

3.6. You agree that we, in our sole discretion, may at any time, modify, suspend, or discontinue the Site or any part thereof with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any part thereof.

3.7. You further agree that at any time, RISCO may suspend or terminate your rights to access or use the Site if RISCO in good faith believes that you have used the Site in violation of these Terms, including any incorporated guidelines, terms or rules.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

4.1. The names, logos and other materials displayed on this Site constitute trademarks, trade names, service marks or logos (“**Marks**”) registered and/or owned by us or by third parties. You are not authorized to use or register any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those third parties. You are prohibited from using any of the Marks appearing throughout the Site without express written permission, except as permitted by applicable law.

4.2. The Content on this Site, including without limitation, text, databases, software, code, music, sound, photos and graphics, is protected by copyright laws, and belongs to us or our partners, affiliates, contributors and/or third parties, except for information collected from or provided by you, including but not limited to your User Submissions. In respect of your User Submissions, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable and fully sub-licensable license to use, reproduce, distribute, display, modify, translate and make available your User Submissions in whole or in part and in any form.

4.3. If you believe that any of the Content on this Site, including any third party User Submissions infringes your intellectual property rights or is defamatory, please notify us via email at [marketing@riscogroup.com](mailto:marketing@riscogroup.com).

4.4. By making a complaint you warrant and represent to us that the statements you make are true and correct and that you are the holder (or are authorized by the holder) of any intellectual property rights which you allege have been infringed.

#### **5. LIMITATIONS OF SERVICES**

5.1. Intended Use. The Site is intended to be accessed and used for non-time-critical information. While we aim for the Site to be highly reliable and available, it is not intended to be reliable or available 100% of the time. The Site is subject to sporadic interruptions and failures for a variety of reasons beyond RISCO’s control,

including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others. You acknowledge these limitations and agree that RISCO is not responsible for any damages allegedly caused by the failure or delay of the Site.

5.2. Temporary Suspension. The Site may be suspended temporarily without notice for security reasons, system failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any claim or remedy for such suspensions. RISCO does not offer any specific uptime guarantee for the Site.

## **6. DISCLAIMER OF WARRANTIES**

6.1. THE SITE, CONTENT AND ALL INFORMATION CONTAINED IN OR OFFERED THROUGH THEM ARE PROVIDED FOR YOUR CONVENIENCE, ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND.

6.2. WE AND OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY AND ALL REPRESENTATIONS WHATSOEVER WITH RESPECT TO MATERIAL CONTAINED IN OR ACESSED THROUGH THE SITE.

6.3. WE WILL TRY TO MAKE SURE THAT THE INFORMATION ON THE SITE IS CORRECT AT THE TIME OF POSTING BUT ARE UNABLE TO GUARANTEE THIS AND WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE SITE OR CONTENT. WE WILL TRY TO KEEP THE SITE UP-TO-DATE BUT THE MATERIAL ON THE SITE MAY BE OUT OF DATE AT ANY GIVEN TIME, THEREFORE YOU SHOULD CONFIRM THE ACCURACY OF ANY INFORMATION BEFORE RELYING ON IT. INFORMATION POSTED ON OUR SITE OR GENERATED VIA OUR SITE IS NOT INTENDED TO AMOUNT TO ADVICE. WE THEREFORE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON INFORMATION ON OR AVAILABLE VIA THE SITE.

6.4. RISCO MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS WHICH ARE MADE ON THE SITE OR FOLLOWING A REQUEST FOR INFORMATION BY YOU. SPECIFICALLY RISCO AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES OR PRODUCTS DISPLAYED ON THE SITE OR ABOUT WHICH WE MAY CONTACT YOU FOLLOWING A REQUEST FOR INFORMATION BY YOU: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THROUGH THE SITE OR FOLLOWING A REQUEST FOR INFORMATION MADE THROUGH THE SITE SHALL CREATE ANY WARRANTY. ANY WARRANTIES PROVIDED IN RELATION TO PRODUCTS OR SERVICES WILL BE PROVIDED WHEN YOU PURCHASE THE PRODUCTS OR ON THE SITE WHERE YOU ACCESS THE SERVICES.

6.5.RISCO DISCLAIMS ALL LIABILITY AND RESPONSIBILITY IN RESPECT OF ALL USER SUBMISSIONS. YOU ACKNOWLEDGE AND AGREE THAT ALL USER SUBMISSIONS ARE SUBMITTED OR VIEWED BY YOU AT YOUR OWN RISK AND SOLE DISCRETION.

6.6.SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **7.LIMITATION OF LIABILITY**

7.1.TO THE EXTENT PERMITTED BY LAW, WE, OTHER MEMBERS OF OUR GROUP OF COMPANIES AND THIRD PARTIES CONNECTED TO US OR OUR PARTNERS, AFFILIATES AND/OR CONTRIBUTORS HEREBY EXPRESSLY EXCLUDE ANY LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED IN CONNECTION WITH OUR SITE OR INFORMATION GENERATED VIA OUR SITE, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, WASTED MANAGEMENT OR OFFICE TIME; AND FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING FROM:

- (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICES OR THE CONTENT OR ANY APPLICATIONS PROVIDED ON OR WHICH ARE ACCESSIBLE VIA A LINK ON THE SITE AND ANY MATERIALS POSTED ON SITE,
- (II) ANY TRANSACTION FACILITATED BY THE SITE, INCLUDING WITH ADVERTISERS AND/OR VENDORS FOUND ON OR THROUGH THE SITE;
- (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE AND/OR THE CONTENT;
- (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR
- (V) ANY OTHER MATTER RELATING TO THE SITE OR THE CONTENT;

EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2.RISCO SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY MISTAKE, OMISSION, INTERRUPTION, OR DEFECT IN THE SITE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF ANY USER OR OTHER THIRD PARTIES OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF THIRD PARTY SUPPLIERS, OR OTHER CAUSES BEYOND THE CONTROL OF RISCO.

7.3.These Terms do not affect our liability to you if something we do negligently causes death or personal injury, nor shall our liability for fraud, misrepresentations (or any other liability which cannot be excluded or limited under applicable law) be limited or affected.

7.4.IF YOU ARE DISSATISFIED WITH THE SITE, THE CONTENT OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

7.5. Because some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages, some of the above limitations may not apply to you. In such jurisdictions, our liability is limited and warranties are excluded to the greatest extent permitted by law, but shall, in no event, exceed US\$10.00.

7.6. These Limitation of Liability provisions shall survive the termination or expiration of these Terms and/or your use of the Site.

## **8. INFORMATION ABOUT YOU AND YOUR USE OF THE SERVICES**

8.1. We collect and process information about you in accordance with our Privacy Policy published on our Site at the following address: [insert URL]. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

8.2. Some information is saved on a "cloud" data storage system. RISCO cares about the integrity and security of your personal information. However, RISCO cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **9. VIRUSES, HACKING AND OTHER OFFENCES**

9.1. While using the Site there are certain types of behaviors which are strictly prohibited, as described below. Please read this list carefully. Your failure to comply with the provisions set forth herein may result in the suspension or blocking of your use of the Site and may expose you to civil and/or criminal liability.

9.2. In using the Site, including making use of any feature that allows you to upload User Submissions or use Shareable Content (as defined in Section 10 below), you expressly acknowledge and agree that you may not, and may not permit or aid others to: (a) copy, modify, alter, adapt, make available (except as expressly permitted in Section 10 below), translate, reverse engineer, decompile, or disassemble any portion of the Site; (b) create a browser, frame, border environment or GUI around the Site; (c) interfere with or disrupt the operation of the Site, or the servers or networks that host the Site or make the Site available, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks; (d) interfere with or violate other users' rights to privacy and other rights, or harvest or collect data and information about users, including, inter alia, any User's Information, without their express consent, whether manually or with the use of any robot, spider, crawler, site search or retrieval application, or other automatic device or process to access the Site and/or retrieve index and/or data-mine information; (e) publish or make use in any way any information about users of the Site, including, inter alia, any sensitive personal information, without their expressed consent; (f) impersonate any person or entity or provide false or misleading personal information; (g) transmit or otherwise make available through or in connection with the Site any virus, "worm", "Trojan Horse", "time bomb", "web bug", spyware, or any other computer code, file, application or program that is malicious by nature or defective, and may, or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component, including. attack the Site via a denial-of-service

attack or a distributed denial-of service attack; (h) use the Site or other sensitive personal information for any illegal, unlawful or unauthorized purposes; (i) use the Site and/or other sensitive personal information for purposes of harassment, stalking, scorning, mocking, humiliating, offending, provocation, violence or any other purpose which may endanger other users; and (j) post, upload, create or otherwise publish any content which is unlawful, false, misleading, libelous, defamatory, harassing, offensive, abusive, threatening, harmful, obscene, vulgar, fraudulent, or otherwise objectionable or which would constitute, or encourages or promotes conduct which constitutes, a criminal offence, illegal activity, or which otherwise gives rise to civil liability or breaches any applicable law or which contains any form of advertising or other unsolicited promotions, solicitations or promotes commercial activities.

9.3. You are responsible for ensuring you have adequate virus protection in place before you use the Site and we make no guarantee that the Site is free from viruses or other harmful material.

9.4. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on the Site, or on any websites linked to it.

## **10. LINKING TO THE SITE, SHARING CONTENT AND LINKS PROVIDED IN THE SITE**

10.1. Linking to the Site and Sharing Content. You may (i) link to the Sites' home page; and/or (ii) share a link to or display specific Content on your social media accounts where a feature of the Site allows you to do as clearly indicated by a 'Share' button on the Site ("**Shareable Content**"), provided in all cases you do so in a way that is fair and legal, does not damage our reputation or take advantage of it and complies with these Terms. You must not establish any links to our Site or display any Shareable Content 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 or the Shareable Content without our prior written consent. We reserve the right to withdraw linking permission and permission to display any Shareable Content without notice. In respect of all Shareable Content: (a) use of Shareable Content must be solely for your non-commercial, personal purposes and not to generate revenue; (b) RISCO and its licensors reserve complete title and full intellectual property rights in all Shareable Content; (c) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which must be displayed in connection with the Shareable Content; (d) you must comply with all relevant restrictions contained in these Terms, including but not limited to those set out in Section 9; and (e) other than linking to or displaying the Shareable Content on your social media accounts as permitted by these Terms, you must not otherwise copy, modify, alter, adapt, make available or use the Shareable Content in any way. Where you share Shareable Content on your social media accounts you are responsible for complying with your social media network's terms and conditions relating to sharing content as applicable.

10.2. Third Party Website Links included in the Site. The Site may contain links to other web sites operated by third parties ("**Third Party Sites**") and referrals to third party vendors ("**Referred Vendors**"). Such Third Party Sites and Referred Vendors and the products and services they offer are not under our control. RISCO provides



these links and referrals as a convenience only and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites or Referred Vendors or the products or services they offer including but not limited to third party products and services connected to the RISCO Cloud. Your use of these Third Party Sites and third party products and services is at your own risk.

## **11. JURISDICTION AND APPLICABLE LAW**

11.1. Unless section 11.2 below applies, these Terms and the relationship between You and Us shall be governed exclusively by the laws of Israel as applied to agreements made, entered into and performed entirely in Israel, notwithstanding your or our actual place of residence and all claims arising out of or relating to these Terms or to your use of the Site shall be brought exclusively in the competent courts of the Tel-Aviv district, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for any such purpose.

11.2. Section 11.1 above shall not apply where the law applicable in your country of residence requires (i) the application of another law (including any mandatory laws applicable in your country of residence); and/or (ii) claims to be brought in the competent courts of your country of residence, and, in each case, this cannot be varied by virtue of the agreement under Section 11.1 above.

## **12. ASSIGNMENT**

12.1. We may transfer, assign, sub-contract or otherwise deal with our rights and/or obligations under these Terms without notifying you or obtaining your consent where we reasonably believe your rights will not be affected.

12.2. You may not transfer, assign, sub-contract or otherwise deal with your rights and/or obligations under these Terms .

## **13. MISCELLANEOUS**

13.1. These Terms constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of this Site, superseding any representations, agreements or negotiations between you and us with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You further agree that, except as otherwise expressly provided in these Terms, there are no and shall be no third-party beneficiaries to this agreement.

13.2. RISCO Group reserves the right to seek all remedies available at law and in equity for violations of these Terms, including but not limited to the right to block access from a particular Internet address. We may terminate this Agreement and/or your access to the Site at any time for any or no reason.

13.3. In the event that any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as



achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from these Terms and the remaining provisions of these Terms shall remain in full force and effect.