

## **Habonim Website Terms of Use**

*Last Revised: 1 September 2017*

Habonim Industrial Valves & Actuators Ltd. and its affiliates (collectively, “Company” or “we”) welcome you to the website at the address <http://www.habonim.co.il> (the “Site”). The Site contains, among other things, an online service which provides certain information regarding Company’s products, services, qualifications and such other commercial information (the “Service”). The users of the Site (“User” or “you”) are invited to use the Site and the Service, subject to and in accordance with these terms and conditions.

### **1. Acceptance of the Terms**

By accessing the Site, linking to the Site and/or using the Service, you acknowledge that you have read and understood the following terms of use including the terms of the Privacy Policy at the address <http://www.habonim.co.il> (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your conduct on the Site and the use of the Service. **IF YOU DO NOT AGREE TO THE TERMS, DO NOT ACCESS OR USE THE SITE.**

The Terms may be revised and updated from time to time, with or without any notice. The Company shall make reasonable efforts to post a prominent notice in case the Terms shall change substantially. The Company urges you to check the Last Revised date which appears at the top of the Terms. You can review the most current version of the Terms at any time at: <http://www.habonim.co.il>.

*By accessing the Site, linking to the Site and/or using the Service, you acknowledge that the Terms constitute a binding and enforceable legal agreement between the Company, you and any person accessing, linking to, or using the Site and/or the Service your behalf.*

### **2. Description of the Service**

The Site and Service are provided to both non-registered Users and registered Users. The Company makes the Service available on the Site from time to time and at its sole discretion. The Company explicitly states, and you hereby acknowledge, that no representation or guaranty is given with regard to the availability of the Service.

### **3. Registration to the Site**

In order to become a registered User of the Site, you must first provide us with several details about yourself. The details we need in order to enroll you, consists of, among others, your real name and your active email address. You will also be asked to choose a password, which you agree to keep in strict confidence at all times. Some details you voluntarily provide us may be available to the Site’s Users in accordance with our Privacy Policy.

### **4. Privacy Policy**

The Company respects your privacy and is committed to protect the information you share with it. The Company believes that you have a right to know its practices regarding

the information it collects when you access the Site and/or use its Service. The Company's policy and practices and the type of information collected are described in details in the Privacy Policy at <http://www.habonim.co.il>. If you intend to access the Site and/or use the Service **you must first read and agree to the Privacy Policy**.

## **5. Use Restrictions**

There are certain conducts which are strictly prohibited. Please read the following restrictions carefully. Your failure to comply with the provisions set forth herein may result in the termination of your access to the Site and may expose you to civil and/or criminal liability.

**You may not, whether by yourself or anyone on your behalf:**

- (i) Copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Site and/or the Service and/or products in any way;
- (ii) Create a browser, frame, border environment or GUI around the Site and/or the Service;
- (iii) Interfere with or disrupt the operation of the Site or the servers or networks that host the Site, or disobey any laws or regulations or requirements, procedures, policies, or regulations of such servers or networks;
- (iv) Interfere with or violate Users' rights to privacy and other rights, or harvest or collect data and information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, site search or retrieval application, or other automatic device, process or method to access the Site and/or retrieve index and/or data-mine information;
- (v) Impersonate any person or entity or provide false information;
- (vi) Falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that the Company endorses you, your website, your business or any statement you make, or present false information about the Site;
- (vii) Transmit, distribute, display or otherwise make available through or in connection with the Site and/or Service any content (including User Generated Content, as defined below) which may infringe third party rights, including Intellectual Property rights, or which may contain any unlawful content.
- (viii) Use the Site and/or the Service for any illegal, unlawful or unauthorized purposes;
- (ix) Commercially use any content obtained through the Site and/or the Service without express prior written consent of the Company.

## **6. Intellectual Property Rights**

The Site, the Service and all Intellectual Property right pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, copyrightable materials, graphics, text, designs, specifications, methods, procedures, algorithms, data, technical data, interactive features, source and object code, files, interface, GUI and trade secrets, whether or not registered (collectively, "**Intellectual Property**"), are fully owned or licensed to the Company and subject to copyright and other applicable intellectual property rights under Israeli law, United States laws, foreign laws and international conventions. Notwithstanding the above, certain third-party content, as may be made available or displayed on the Site from time to time, is solely owned by such third parties. You are not granted, expressly or by implication, estoppel or

otherwise, any license or right to use any of the Intellectual Property pertaining to the Site and/or the Service and/or any of the products and/or services appearing therein.

## **7. Trademarks**

“Habonim”, Company’s logo and all other proprietary identifiers used by the Company in connection with the Site and Service and/or Company’s products and services (collectively, “**Company Trademarks**”) are all trademarks and/or trade names of the Company, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Site belong to their respective owners (“**Third Party Marks**”). No right, license, or interest to the Company Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to the Company Trademarks or the Third Party Marks.

## **8. Links to Third Party Websites**

The Site may contain links to third party’s websites (“**Third Party Sites**”), whether such links have been suggested by the Company, shared by any User or added by you. You hereby acknowledge that the Company has no control over such Third Party Sites, and you further acknowledge and agree that the Company is not responsible for the availability of Third Party Sites, and does not endorse and is not responsible or liable for any services, content, advertisements, products, or any materials on or available from Third Party Sites. You further acknowledge and agree that The Company shall not be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through any Third Party Sites. Most Third Party Sites provide legal documents, including terms of use and privacy policy, governing the use of such sites. It is always a good idea to read such documents carefully.

## **9. Disclaimer and Warranties**

THE SITE AND THE SERVICE, INCLUDING WITHOUT LIMITATION ANY CONTENT, DATA AND INFORMATION PROVIDED THERE THROUGH AND/OR RELATED THERETO, ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY MAY CORRECT, MODIFY, AMEND, ENHANCE, IMPROVE AND MAKE ANY OTHER CHANGES TO THE SITE AND THE SERVICE AT ANY TIME OR TO DISCONTINUE DISPLAYING WEBPAGES AND ANY CONTENT WITHOUT A NOTICE TO YOU. THE COMPANY MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE SITE AND/OR THE SERVICE OR ANY AND ALL CONTENT AND INFORMATION PROVIDED THROUGH THE SITE OR THE SERVICE FOR A CERTAIN PURPOSE OR ANY PURPOSE AT ALL. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE AND/OR THE SERVICE, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY, OR QUALITY OF THE SERVICE AND/OR THE SITE, AND IS NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE OF ANY AND ALL CONTENT AND INFORMATION

RECEIVED THROUGH THE SITE AND/OR SERVICE. THE COMPANY DOES NOT ENDORSE ANY AUTHOR, WEBSITE, OR PRODUCT MENTIONED IN ANY USER GENERATED CONTENT.

ANY AND ALL CONTENT AVAIABLE THROUGH THE SITE AND/OR THE SERVICE ARE NOT MEANT TO BE USED FOR EGAL, MEDICAL, OR ANY OTHER TYPE OF ADVICE. ALL ARTICLES PUBLISHED BY THE COMPANY AND/OR ITS PARTNERS ARE FOR INFORMATIONAL PURPOSES ONLY.

#### **10. Limitation of Liability**

**THE USE OF THE SITE AND THE SERVICE IS SOLELY AT YOUR OWN RISK.** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF THE SITE AND/OR THE SERVICE, OR THE USE OR INABILITY TO USE THE SITE OR THE SERVICE, REGARDLESS OF WHETHER THE COMPANY OR AN AUTHORIZED REPRESENTATIVE OF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE LIABILITY IS MANDATORY, IN WHICH EVENT LIABILITY FOR DAMAGES SHALL BE LIMITED TO TEN U.S. DOLLARS (\$10) PER SITE USER.

#### **11. Indemnification**

You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Site and/or Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Site and/or Service. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

#### **12. General**

12.1. Any claim relating to the Site and the Service or its use thereof will be exclusively governed by and interpreted in accordance with the laws of the State of Israel without reference to its choice of laws provisions.

12.2. Any dispute arising out of or related to your use of the Site and/or Service will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts in Tel-Aviv, Israel. You hereby waive all claims and/or defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule.

12.3. To the extent any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed so severable from the Terms and will not affect the validity and enforceability of any remaining provisions hereof and thereof.

12.4. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no manner may be relied on as defining or explaining any section or provision hereof.

12.5. The Terms constitutes the entire terms and conditions between you and the Company relating to the subject matter herein and therein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and the Company.

**13. For information or questions please contact:**

**Habonim Industrial Valves & Actuators Ltd.**

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