

# CALCALISTECH WEBSITE

## TERMS OF USE

### 1. Introduction, Interpretation and Definitions

1.1. In this POLICY, the following terms shall bear the meaning next to them:

1.1.1. **"WEBSITE"** – the CALCALISTECH website at <http://www.calcalistechech.com>

1.1.2. **"WEBSITE OPERATOR"** or **"CALCALISTECH"** – the Calcalistech Division – YediothAhrnot of 1 Noah Moses St., RishonLeZion 7565234.

1.1.3. **"USER"** or **"VISITOR"** – including any man, woman or any legal entity (e.g. a company, friendly society, association, partnership) who uses WEBSITE personally or through any on their behalf, including employees and/or any third party operating on its behalf.

1.1.4. **"POLICY"** – this policy, in its most updated version as displayed on WEBSITE.

1.1.5. **"CONTENT"** or **"CONTENTS"** – including any information of any kind and sort whatsoever, including any verbal, visual, audio and audio-visual content, and including any text, image, voice, video, in any media platform and in any end device that exist in the present and/or the future and/or any combination thereof, including articles, reports, news, reviews, data, files, advices, analyses, recommendations, instructions, estimations and any information and/or other content in any format whatsoever, and including the design, processing, editing, distribution and presentation thereof, including (but not limited to): any picture, photo, drawing, animation, figure, image, imaging, sample, videoclip, audio and music files; any software, file, computer code, program, application, format, protocol, databank and interface, and any character, mark, symbol and icon.

1.1.6. **"USER-GENERATED CONTENT"** – any content that is displayed on WEBSITE, generated by USERS and published in its designated sections, e.g. communities, forums, chats, comments, blogs and other services, which allow USERS to add their own contents to WEBSITE – whether in separate, in a section designated for USER content only, or jointly with contents generated by the WEBSITE system, and all at WEBSITE OPERATOR's discretion from time to time. To remove any doubt, uploading content for publication on WEBSITE does not grant the content generator and/or uploader any right to demand the publication, or continued publication, of such content

1.1.7. **"FINANCIAL CONTENT"** – content related to financial topics, including capital market information, quotes of securities traded in the Tel Aviv Stock Exchange and of Israeli shares traded abroad, aggregate data regarding public companies, information on foreign currency trade and other financial news.

1.1.8. **"COMMERCIAL CONTENT"** – content delivered for publishing on behalf of various publishers and third parties, including users, for the purpose of marketing and selling assets and/or services, including ads, banners etc. and including the CONTENT included in the PR CALCALISTECH WEBSITE as defined in section 10 hereinbelow.

1.1.9. **"DEEP LINKING"** – a link to content in a website, which is not the homepage of that website.

1.2. The purpose of this POLICY is to define the terms for using the CALCALISTECH WEBSITE.

- 1.3. The WEBSITE's terms of use will be interpreted in the spirit of the WEBSITE POLICY, which encourages free speech and a fruitful debate on the WEBSITE, including the active engagement of the WEBSITE's USERS, subject to the limitations of law.
- 1.4. The force of the terms of use is cumulative only, and the terms of use will be interpreted as coexisting with, and not reductive of, the application of one another.

## 2. Right of Use

- 2.1. The WEBSITE OPERATOR welcomes VISITORS to use the WEBSITE, provided that such use will be proper, fair and done in good faith, for private and personal purposes only, and done in accordance with, and subject to, the rules and terms specified hereinbelow and the provisions of any law.
- 2.2. It is strictly prohibited to use WEBSITE for commercial needs, unless specific, prior and written approval has been granted on behalf of the WEBSITE OPERATOR, and subject to the terms that will be determined in the approval (if such is granted) and/or subject to the payment (at the sole discretion of the WEBSITE OPERATOR).
- 2.3. This POLICY applies to any use made of the WEBSITE, on all its layers, CONTENTS and the various services operating therein. However, the WEBSITE contains areas or content, the use of which is also subject to, in addition to these terms of use, an online agreement and/or specific terms that address them especially, and the specific terms must be reviewed on a case by case basis.
- 2.4. This POLICY applies to the use of the WEBSITE and the CONTENT included therein, with no relation to the device by which entry to the WEBSITE is made (including a computer and/or other communication device, e.g. cellular phone, tablets and/or various palm PCS etc.), the media by which entry to the WEBSITE is made (including the internet network and/or any other network or means of communication) or the location of the user (whether Israel or any other location in the world).
- 2.5. Attention USERS: your entry to, and use, the WEBSITE and/or its CONTENT, is indicative of your consent to the POLICY and the terms of use specified therein, whether or not you have fully read the terms of use, and you may bring no argument related to ignorance of the terms of use. Thus, you are hereby requested to carefully read the terms of use prior to using the WEBSITE.
- 2.6. It is prohibited to use the WEBSITE in any manner which deviates from the aforesaid in the POLICY, unless the specific, prior and written consent has been given by the WEBSITE OPERATOR, and subject to the terms of that consent (if such is given). Any deviant use as aforesaid shall grant WEBSITE OPERATOR the remedies and rights that apply to a breach event, as specified in these terms of use.
- 2.7. The WEBSITE OPERATOR respects the privacy of the WEBSITE's USERS in accordance with the provisions of law and with the WEBSITE's Privacy Policy, which constitutes an integral part hereof, and as updated from time to time. Whereas and the Privacy Policy may change from time to time, USERS are requested to review the updated versions accordingly.
- 2.8. The origin of part of the FINANCIAL CONTENT (see Definitions in section 1) and other CONTENT on the WEBSITE, is the WEBSITE system, whereas the remainder is provided, managed and operated by content vendors. Even though an effort has been made to coordinate and process such content, it is possible that during their input, processing and publication, errors will occur.

It is the responsibility and obligation of USERS, who are interested in using and relying on such CONTENT, to examine and verify them.

- 2.9. In addition to the limitations set in this POLICY, and to the extent that use has been made of FINANCIAL CONTENT that originates in the Israeli stock exchange and/or stock exchanges worldwide, then such use as aforesaid is also subject to the terms of use dictated by each individual stock exchange and by the relevant securities authority, which is located in the same location as the relevant stock exchange.
- 2.10. The publication of FINANCIAL CONTENT and/or any other CONTENT on the WEBSITE constitutes no recommendation or opinion regarding transactions and financial conduct, including the buying or selling of securities or foreign currencies. Therefore, sole responsibility for any decision regarding use of the FINANCIAL CONTENT that can be found on the WEBSITE lies with the USERS only.

### **3. Use of Content**

- 3.1. It is prohibited to copy and use, or allow others to use, via any method, the CONTENT (see Definitions in section 1) on the WEBSITE, including on other websites, in electronic publications, in print publications etc., for any purpose, whether commercial or not, other than personal and private use.
- 3.2. It is prohibited to run, or allow the running of, any computer application or any other means, including software like Robots, Crawlers etc., for the purpose of searching, scanning, copying or automatic retrieval of WEBSITE CONTENT. Moreover, it is prohibited to create or use the aforesaid means for the purpose of creating a collection, compilation or database that will contain WEBSITE CONTENT.
- 3.3. It is prohibited to display WEBSITE CONTENT inside a Frame, whether visible or hidden.
- 3.4. It is prohibited to display WEBSITE CONTENT via any means whatsoever – including via any program, device, accessory or communications protocol – which changes CONTENT's design on the WEBSITE or removes any CONTENT thereof, specifically ads and COMMERCIAL CONTENT.

### **4. Linking to WEBSITE**

- 4.1. It is prohibited to DEEP LINK to WEBSITE CONTENT, unless the DEEP LINKING is done to a WEBSITE page, in full and AS IS, as to allow it to be viewed and used in the exact, identical way it is viewed and used on the WEBSITE.
- 4.2. It is strictly prohibited to link to WEBSITE CONTENT in separate from the webpages on which such CONTENT is displayed (e.g. it is prohibited to directly link to an image or graphic file on the WEBSITE, and not to the full page on which they are displayed). Moreover, the exact address of the WEBSITE's webpage must be displayed in the usual, designated place in the user interface, e.g. the Status Bar in the USER's explorer. It is prohibited to change, distort or conceal such address, or replace it with any other address.
- 4.3. It is prohibited to link to the WEBSITE from any website that contains pornographic content, content that encourages violence or racism or prohibited discrimination, illegal content, or content that the publication of which is against the law, or content that encourages illegal activity.
- 4.4. In any case wherein the aforesaid in this section has been breached, the WEBSITE OPERATOR may order you to void any DEEP LINKING as aforesaid, at its sole discretion. In such case, you

will immediately void the DEEP LINKING and shall have no argument, demand or suit against the WEBSITE in such matter.

- 4.5. The USER shall bear sole, full and exclusive responsibility for any link to the WEBSITE, and in any case, the WEBSITE OPERATOR shall bear no responsibility for any damage caused to the USER and/or to any third party whatsoever. The USER responsible for the link to the WEBSITE warrants to indemnify the WEBSITE OPERATOR for any damage caused as a result, immediately upon the latter's initial demand.

## 5. **Links Displayed on the Website**

- 5.1. On the WEBSITE, you will find links (herein: **LINKS**) to various pages on the internet. The links allow you to find content published on the internet, which are not published by the WEBSITE OPERATOR and/or any from the WEBSITE and/or any on their behalf, and the previously mentioned have no control or supervision over such content.
- 5.2. The mere display of a link on the WEBSITE, which links to content displayed in other places on the internet and/or in any other media, is not indicative of the WEBSITE OPERATOR's consent to such content, and constitutes no guarantee for their credibility and/or recency and/or legality, and the reliance and/or use of such content is subject to the content owners' consent and/or the terms of use, including in the field of privacy and in any other aspect involved in their operating.
- 5.3. It is possible that you will find that the content to which the links lead is inappropriate to your needs and/or that you object to their contents and/or that you reason that such content is upsetting, unnerving, improper, illegal or immoral. However, it is clarified that the WEBSITE OPERATOR is not responsible for the content to which the links lead, and is not responsible for any result caused by the use made of them and/or by the reliance upon them.
- 5.4. The WEBSITE OPERATOR is under no obligation to verify that the LINKS found on the WEBSITE are proper and lead to an active website, and may remove from the WEBSITE any LINKS included therein in the past, or avoid adding new LINKS altogether – and all at its absolute discretion.

## 6. **User-Generated Content – Limitations, Rights and Liability**

- 6.1. The WEBSITE displays USER-GENERATED CONTENT which originates in the USERS. In this context, it is clarified to, and known and agreed upon by, the USERS, that they shall in no way be entitled to any consideration from the WEBSITE OPERATOR and/or from any on its behalf and/or from other USERS on the WEBSITE, directly or indirectly, for the CONTENT they are transferring to the WEBSITE, and the CONTENT delivery, in and of itself, constitutes consent to the Preconditions of User-Generated Content Delivery to the Website.
- 6.2. However, in order to allow holding a cultural and topical discussion, and to prevent misuse of the options that are open to USERS who seek self-expression on the WEBSITE, the WEBSITE OPERATOR may (but is not obligated to) examine the CONTENT delivered to the WEBSITE prior to their publication, and it shall be under the WEBSITE OPERATOR's sole discretion, with no need to exercise legal discretion. It shall be emphasized that such tests shall be done, to the extent that they will be done, only for the purpose of attempting to prevent deviation from these terms of use and/or a felony and/or damage to the interests of the WEBSITE OPERATOR,

including to prevent publication of hate speech, threats, rude expressions, seemingly illegal content etc.

- 6.3. The WEBSITE OPERATOR bears no responsibility for USER-GENERATED CONTENT. Sole responsibility for USER-GENERATED CONTENT, and the results of USER-GENERATED CONTENT and/or the reliance upon it, lies with the USER who had delivered it for publication. Such content do not express the WEBSITE's opinion or position, and their publication provides no guarantee for their validity, credibility, accuracy or legality.
- 6.4. The exclusive right to decide whether or not to publish the content on the WEBSITE and/or which part of the content to publish and/or in which area of the WEBSITE to publish them, solely lies with the WEBSITE, and the content transferor shall not have any argument in this matter.
- 6.5. Thereupon the transmission or delivery of content for publication on the WEBSITE, you are solely and fully responsible for any result that originates in the publication. You must ensure that such content will be legal.
- 6.6. Without derogating from any limitation that applies under any law and/or these terms of use, USERS are strictly prohibited from publishing the following contents on the website:
  - 6.6.1. Any content known by the USER to be false, misleading or distorted;
  - 6.6.2. Any content that infringes on the property rights of others, or is in breach of them – including copyrights and trademarks;
  - 6.6.3. Any pornographic content or content of an explicit sexual nature;
  - 6.6.4. Any content regarding minors which also identifies them, their personal information or their address and contact information;
  - 6.6.5. Any computer software, code or program that contains a virus, including malware known as a Trojan Horse, Worms, Vandals, Malicious Applications etc.;
  - 6.6.6. Passwords, usernames and other details that allow use of computer programs, digital files, websites or services and require registration or payment, without the aforesaid payment and/or registration;
  - 6.6.7. Any content that constitutes the defamation of another person or infringes on their privacy, or their good name;
  - 6.6.8. Any content that personally identifies other people, without their consent to having their identities published;
  - 6.6.9. Any content of an obsessive, offensive, hostile, threatening or rude nature or contents;
  - 6.6.10. Any content that might encourage racism, or prohibited discrimination based on race, ethnicity, complexion, congregation, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, belief, political views or social-economic status and/or discrimination of any kind whatsoever.
  - 6.6.11. Any content that encourages the commission of a criminal offense or might form the basis for a suit or civil liability;
  - 6.6.12. Any content that might mislead consumer(s) and/or investor(s);
  - 6.6.13. Any content of an advertising or commercial character;
  - 6.6.14. Any content in contrast with the common rules of internet use, or which might cause damage or harm to internet users in general, and the WEBSITE USERS in particular;
  - 6.6.15. Any content that requires a password etc. to gain access that is otherwise not freely allowed to all internet users;

- 6.7. The WEBSITE OPERATOR may refuse to publish, or immediately delete any content delivered for publication, at any time it deems that these terms of use have been breached and/or an action or inaction has been taken, which harms or might harm the services rendered on the WEBSITE, its USERS, the WEBSITE OPERATOR and/or any on its behalf. Furthermore, the WEBSITE OPERATOR may, in such case, prevent the USER in breach from publishing additional content on the WEBSITE. The provisions of this section are in addition to the WEBSITE's rights under any law.
- 6.8. Without derogating from its powers, it is hereby clarified that the WEBSITE OPERATOR has been given the right to edit and/or execute any change to the content delivered to it by USERS, at its sole discretion.
- 6.9. Attention USERS who deliver content for publication on the WEBSITE: the content you deliver for publication on the WEBSITE are visible to all internet users. You must exercise wisdom and caution when providing personal information (e.g. address or phone number) and also in comments and messages that you receive as a result of using the WEBSITE, or the publication of any of your details. Remember that when delivering the content and engaging in the messages sent to you, you must exercise at least the same level of caution that you exercise when making contact offline.
- 6.10. Content published on the internet must be treated with caution and criticism; moreover, USER-GENERATED CONTENT and the reliance upon such content as published on the WEBSITE is under the USERES' responsibility only. USERES must assume that the WEBSITE OPERATOR and/or any on its behalf do not test the validity of USER-GENERATED CONTENT and that USER-GENERATED CONTENT is not published on behalf of the WEBSITE, and thus it bears no responsibility for their reliability, credibility, accuracy or integrity, nor any responsibility for any result caused by use made thereof or by the reliance upon thereof. Always remember that such CONTENT does not constitute an alternative to consulting with the relevant professionals, e.g. attorneys, physicians, certified professionals etc. when such consultation is required.
- 6.11. It is clarified that the mere transfer and delivery of content to the WEBSITE constitutes the content transferor's approval of and consent to its publication, and constitutes a statement on behalf of the content transferor, by which they are the creator(s) and/or owner(s) of all rights to the transferred contents and/or has received lawful authorization from the rightsholder, which permits the content transferor to deliver the content for publication on the WEBSITE, and give rights for using it, as specified hereinbelow.
- 6.12. The mere delivery of content for publication grants the WEBSITE an open, worldwide and indefinite license to copy, replicate, distribute, market, deliver to the public, process, edit, translate and use the content as aforesaid in any other method, at its discretion, on the WEBSITE, in print materials, including in newspapers, magazines, journals, books etc., in digital media, including on other websites, in digital archives and in the services rendered on communication networks, including wired, wireless, cellular, cable and satellite communication.

## **7. Services that Require Registration**

- 7.1. The WEBSITE offers services that require registration. You can benefit from each such service and make use of it thereafter completing the registration process, providing the details requested therein, and thereafter your consent to the service's online agreement has been received.

- 7.2. Use of some services that require registration is subject to payment of subscription fees. The provisions related to the payment of subscription fees shall also be found in the service's online agreement, which you will be requested to approve.
- 7.3. Thereupon registering for the service, you will be asked to provide persona information, e.g.: first name, surname, city and country of residence, credit card information (in case of a paid service) and also an active electronic mail address that belongs to you. You must provide correct, accurate and complete details only, and you are hereby approving the integrity of the details you have delivered. Incorrect information might prevent you from having the option to use the service, and if necessary, might disable the option to contact you. In case of any information change, you must update your information by contacting the WEBSITE's customer service department, or online via the service's website.
- 7.4. The data you provided during the registration for the service shall be kept in the database owned by the WEBSITE OPERATOR. There is no obligation by law to deliver the information; however, non-delivery of such information shall render the service to which you have registered unusable. The WEBSITE OPERATOR shall make no use of your usage information, other than in accordance with the WEBSITE's Privacy Policy, which constitutes an integral part hereof.
- 7.5. During the registration for the service, you will be asked to choose a username and password which will identify you whenever you enter the service. The WEBSITE OPERATOR may specify, from time to time, additional or other forms of identification.
- 7.6. Keep your username and password secret to prevent misuse. Make sure to change your password as frequently as possible, and in any case, no less than once every six months.
- 7.7. The WEBSITE OPERATOR may revoke your access to the service that requires registration, at its sole discretion. Without derogating from the aforesaid hereinabove, the WEBSITE OPERATOR may cancel your registration to the service, or block your access to it, in any of the following cases:
  - 7.7.1. You intentionally provided incorrect information upon registering for the service;
  - 7.7.2. You took an action or inaction, which harm or might harm the WEBSITE or any third parties, including other subscribers, writers or vendors of the WEBSITE;
  - 7.7.3. You used the service, or other services rendered in the WEBSITE, to take or attempt to take an illegal action under the State of Israel's laws, or an action that is seemingly illegal as aforesaid, or to allow, ease, assist or encourage the taking of such action;
  - 7.7.4. You breached the terms of this agreement or the terms of any other service in the context of the WEBSITE;
  - 7.7.5. You have not used the service for a prolonged period of time that exceeds four months, even thereafter being notified via electronic mail;
  - 7.7.6. You took any action that prevents others from joining the service or continuing to benefit from the service in any way whatsoever;
  - 7.7.7. You provided the username and password that were allocated to you during the registration for a third party's use;
  - 7.7.8. Your credit card has been blocked or restricted in any way whatsoever (to the extent that it is a paid service);

7.7.9. You owe a monetary debt to the WEBSITE, or to any corporation under its control, and you have yet to repay your debt, despite the passing of its maturity.

## **8. User Recommendations Area**

- 8.1. The WEBSITE has areas meant for USER recommendations, including recommendations on financial topics, and such content constitutes an integral part of the WEBSITE's USER-GENERATED CONTENT, and falls under the same provisions and terms of use that apply to USER-GENERATED CONTENT (see Definitions in section 1).
- 8.2. USERS' open option to publish recommendations and exchange opinions on the WEBSITE is subject to prior registration to the WEBSITE, as part of which the USER is required to provide their name. Such information shall be kept in the WEBSITE OPERATOR's database, in accordance with the WEBSITE OPERATOR's privacy policy.
- 8.3. USERS who give recommendations must state that the information contained in the recommendation is true and accurate, and that any estimate and/or analysis done by them has been done in good faith and with no intention to harm any entity and/or breach the provisions of any law including the provisions of the 1968 Securities Law.
- 8.4. It is clarified that reliance on USER recommendations falls under the exclusive responsibility of each and every USER. USERS must assume that the WEBSITE OPERATOR does not test the integrity of the recommendations and/or the identity of their authors, and USERS must treat USER recommendations with the mandated skepticism and examine their validity for themselves.
- 8.5. The publication of USER recommendation on the WEBSITE does not constitute any recommendation or opinion regarding transactions and financial conduct, including the buying and selling of securities or foreign currencies. Thus, any reliance on, or action that relies on, USER recommendations, falls under the USERS' sole responsibility.
- 8.6. USERS shall have no argument against the WEBSITE OPERATOR and/or any on its behalf, as a result of publishing recommendations and/or reliance on recommendations published on the WEBSITE.

## **9. Commercial Content**

- 9.1. The WEBSITE bears no responsibility for COMMERCIAL CONTENT (see Definitions in section 1) published on the WEBSITE, and the sole responsibility for COMMERCIAL CONTENT lies with its advertisers. The WEBSITE OPERATOR does not create and/or test and/or ensure and/or edit the content of such advertisements or their integrity. As aforesaid, the sole responsibility for COMMERCIAL CONTENT and for any result caused by use made thereof or by the reliance upon them, lies with the advertisers. The publication of COMMERCIAL CONTENT on the WEBSITE constitutes no recommendation or encouragement to purchase the services, assets or products offered for sale therein.
- 9.2. Any transaction done as a result of COMMERCIAL CONTENT as published on the WEBSITE shall be directly agreed between the USER and the relevant advertiser. The WEBSITE is not a party to any such transaction, and it shall bear no responsibility for the services and goods which are offered in, or purchased through, the COMMERCIAL CONTENT on the WEBSITE.
- 9.3. The trademarks and ads of advertisers on the WEBSITE are the property of such advertisers only, and it is prohibited to make any use of them without the advertiser's prior and written



consent.

## **10. Intellectual Property**

- 10.1. All copyrights and intellectual property rights on the WEBSITE, in the services offered therein and in any content contained thereon (exclusive of content that is delivered for publication by the WEBSITE USERS) are reserved for the WEBSITE OPERATOR and/or any on its behalf, including content that has been approved for publication by a third party.
- 10.2. It is prohibited to copy, replicate, distribute, display in public, perform in public, transfer to the public, change, process, create derivative works of, sell or rent out any part of the aforementioned, whether by you personally or through or jointly with a third party, by any means or method, whether electronic, mechanical, optical, by means of photography or recording, or by any other means or method, without receiving the prior and written consent from the WEBSITE or from the other rightsholders, as applicable, and subject to the terms of consent (to the extent such consent is given). This provision also applies in reference to any processing, editing or translation done by the WEBSITE to content that has been generated or delivered to the WEBSITE by USERS.
- 10.3. To the extent that such consent is given, the USER must avoid removing, deleting or disrupting any message or symbol regarding intellectual property rights, e.g. the copyright symbol ©, or the trademark symbol ®, which accompany the content to be used by them.

## **11. Liability and Indemnification**

- 11.1. CONTENT on the WEBSITE is meant to be used AS IS. It cannot be adapted to the needs of each individual person. USERS shall have no argument, suit or demand against the WEBSITE OPERATOR and/or the WEBSITE due to properties of the CONTENT, their capabilities, limitations, adaptation or the reactions spurred (if any) by the publication of CONTENT on the WEBSITE. Use of the WEBSITE shall therefore be made under the Client's sole and full responsibility.
- 11.2. The WEBSITE OPERATOR is in no way obligated to the responsiveness of CONTENT published on the WEBSITE. The WEBSITE OPERATOR has no way of knowing what reactions (if any) you will receive as a result of the publication, and who will react to the CONTENT you publish, and therefore shall bear no responsibility whatsoever towards the CONTENT transferor (or towards any on their behalf) regarding such reactions, the identity of those reacting to the CONTENT transferor or regarding any result that originates in the publication. Furthermore, the WEBSITE OPERATOR shall not be responsible for any use made by a third party of CONTENT published by such third party.
- 11.3. Any decision made regarding CONTENT published on the WEBSITE is under the full and sole responsibility of the CONTENT transferor. The WEBSITE is not obligated to ensure that the contents and services of third parties, including of content and service vendors and of USERES, as published on the WEBSITE, are complete, correct, legal or accurate, or compatible with your expectations and demands. The WEBSITE OPERATOR and/or the WEBSITE shall bear no responsibility whatsoever for any result originating therefrom, or in the use made thereof, or in the reliance upon thereof.
- 11.4. Proper professional advice depends on the exact facts of each and every case. The CONTENT on the WEBSITE does not constitute an alternative to such consultation. This is

particularly and especially true for the CONTENT published in communities and on message boards (forums), including the CONTENT published on behalf of community and forum admins.

- 11.5. Such CONTENT does not constitute an alternative to consultation or professional handling wherever such are needed (e.g.: a medical expert's answer to a question in the form of a message board is not an alternative to getting medical care or consultation as necessary). Sometimes, such CONTENT reflects the personal view or opinion of the author. Therefore, they must be treated with the warranted caution. If you decided to rely on CONTENT published on the WEBSITE, or to act according to it, you bear the full and sole responsibility for your action and the results thereof.
- 11.6. The WEBSITE OPERATOR is not obligated to ensure that the WEBSITE's services run uninterrupted, are rendered normally or without breaks, run safely and without mistakes, and have been proofed against unauthorized access to the WEBSITE's computers or against damages, disruptions, faults or malfunctions – and all in the hardware, software, lines and communication systems of the WEBSITE or any of its vendors.
- 11.7. Every USER warrants to indemnify the WEBSITE OPERATOR and/or any on its behalf, including its employees, managers or any on its behalf, for any damage, loss, loss of profit, payment or expense they were caused– including lawyer's fees and legal expenses – due to breaching these terms of use. Additionally, you will indemnify the WEBSITE, its employees, managers or any on its behalf for any argument, suit and/or demand brought against them by any third party as a result of the CONTENT you had delivered for publication on the WEBSITE and as a result of LINKS you had linked to the WEBSITE.

## **12. Changes in Website and Termination of Service**

- 12.1. The WEBSITE OPERATOR may change, from time to time, the WEBSITE's layout, appearance and design, the extent and availability of the services therein, may collect payment for such CONTENT and services or others, at its discretion, and may change any other aspect related to the WEBSITE – and all without having to provide you with prior notice about it.
- 12.2. Such changes will be made, *inter alia*, with consideration given to the dynamic nature of the internet and the technological and other changes that occur thereon. Naturally, such changes may involve malfunctions and/or cause discomfort at first etc. You shall have no argument, suit and/or demand against the WEBSITE related to the making of such changes as aforesaid and/or malfunctions that will occur as a result of making such changes.
- 12.3. Without derogating from the aforesaid hereinabove, the WEBSITE may terminate the provision of such services at any time, wholly or some thereof. The WEBSITE will publish a notification on the WEBSITE, notifying the termination of services, reasonable time in advance. Thereupon the termination of services, the WEBSITE shall keep the material contained thereon for an additional and reasonable period of time, and thereafter it may delete it without keeping any backup thereof and without providing any further notification.

## **13. Arbitration and Jurisdiction**

- 13.1. This agreement shall be governed by the laws of the State of Israel only, however the rules of choice of international law specified therein shall have no applicability.
- 13.2. Any dispute that rises between the PARTIES, including a dispute related to using the WEBSITE and/or to these terms of use, including in relation with the individual online

agreements that accompany certain services on the WEBSITE, will be brought before an arbitrator who's an attorney with proficiency in the fields of electronic trade and the internet, and their identity shall be specified by the chairman of the Israel Bar Association, at the request of any PARTY.

- 13.3. The arbitrator may provide temporary reliefs and interim orders. The arbitration will take place in the city of Tel Aviv. The arbitrator will not be bound by civil rules of procedure; however, they will be bound by evidence laws and the substantive law. The arbitrator will be obligated to provide the reasons for their decision.
- 13.4. The aforesaid hereinabove notwithstanding, in the event that any PARTY hereto is sued by a third party, in any legal proceeding whatsoever, the defendant may, despite the aforesaid, add the other PARTY hereto as a party to the same judicial proceeding, and in such case, this arbitration agreement shall have no applicability.
- 13.5. The competent court, in accordance with the provisions of the 1968 Arbitration Law, shall be the Tel Aviv courts.
- 13.6. This section constitutes an arbitration agreement between the PARTIES to all intents and purposes.
- 13.7. Without derogating from, and subject to, the aforesaid hereinabove, in any matter that is not under the arbitrator's purview, or in any matter in which this arbitration agreement has no applicability, for any reason whatsoever, sole jurisdiction shall lie with the competent court of the Tel Aviv and Central Districts, Israel.

#### 14. Contact

- 14.1. The WEBSITE OPERATOR meticulously complies with the provisions of law and respects the WEBSITE USERS and others' right to privacy and a good name.
- 14.2. If you believe that content which offends you for any reason has been published on the WEBSITE, please contact us via the information below, and we will make an effort to handle your inquiry as soon as possible. Such inquiries can be sent to the following address: Customer Service Department, CALCALISTECH website, Noah Moses St., RishonLeZion 7565234. Such inquiries can also be sent to us via fax: 077-7350 (specify: for Customer Service) or via electronic mail: **mail@calcalistech.co.il**