

TADBIK – Web Site Terms & Conditions

Users are requested to read this statement before using www.tadbik.com ("**Web Site**"). Any use of this web site constitutes a complete acceptance of TADBIK Web Site terms of use ("**Terms of Use**"). Please do not use this web site if you do not accept the Terms of Use.

TADBIK Ltd. ("**TADBIK**") reserves the right to modify these Terms of Use without notice, and any modifications are effective when they are posted here. TADBIK may, at any time, on its sole discretion terminate any access to the Web Site. Access to the Web Site may be monitored by TADBIK. Whether accessing this Web Site as an individual or as a representative of an organization, these Terms of Use are binding all users, individually and the organization ("**User**").

TADBIK maintains copyright protection in all materials, information, data, text, software, music, sound, photographs, graphics, video, messages, publications or other materials (collectively, "**Web Site Content**") it posts on this Web Site. TADBIK grants permission and consents to the downloading, copying and distribution of the Web Site Content for non-commercial purposes. In consideration of this consent user agree that (i) copies of the Web Site Content will retain all copyright and other proprietary notices and (ii) User will not modify the Web Site Content in any way. Unless User expressly permitted to do so by another agreement with TADBIK, and only to the extent that any use constitutes "fair use" under copyright law as determined by TADBIK's legal counsel, User may not use, download, upload, copy, print, display, perform, reproduce, publish, or distribute any Web Site Content, in whole or in part, without the prior written consent of TADBIK.

As a condition of the use of this Web Site, User will not use the Web Site or the Web Site Content for any purpose that is unlawful or prohibited by these Terms of Use. User will not use this Web Site in any manner that could damage, disable, overload or impair the operation of this Web Site or use by third parties.

Certain restricted product information is available on this Web Site only to licensed customers of TADBIK who are registered to receive information via passwords issued by TADBIK. This restricted information is considered confidential and proprietary information of TADBIK. If User is a registered customer or a representative of a registered customer, User may be authorized by another agreement, such as TADBIK's Customer Support Agreement, to download, copy, re-distribute, and use the restricted information as authorized by TADBIK. Issuance of a registration password is conditioned on the customer's use of such restricted information only in accordance with the terms of their license, product or service agreement with TADBIK. User shall not transfer any password to unauthorized parties. User shall immediately notify TADBIK of any unauthorized use of password. User is responsible for use of his password. User will not attempt to gain access to any Web Site Content or area within this Web Site that User is not authorized to access.

User agree to the following with regard to the use of the Web Site: (a) User will not access the Web Site under an anonymous or false name, and User will not permit any other person to access the Web Site under his name or using an anonymous or false name to impersonate any person or entity or otherwise misrepresent his affiliation with a person or entity; (b)

User will not transmit to the Web Site any content that (i) is libelous, defamatory, obscene, pornographic, threatening, or abusive or harassing to another individual, (ii) violates any law, including without limitation, laws governing copyright infringement and data privacy, (iii) violates or infringes upon the rights of or otherwise harms any third party, (iv) is otherwise offensive or objectionable to TADBIK, Web Site participants, or other parties, or (v) the export or re-export of which requires a license or license exception from the State of Israel or other foreign governments having jurisdiction; (c) User will not post or transmit to the Web Site any content containing any malware or harmful or corrupt code, programming code, or data (including but not limited to "viruses", "worms" and "cancelbots"), or other code that otherwise adversely affects the functioning of the Web Site or interferes with or disrupts the Web Site or any other TADBIK websites, servers, or networks connected to TADBIK's websites; (d) User will not use the Web Site for purposes of promotion, solicitation, or advertising; and (e) TADBIK will not have and expressly disclaims any liability related to the misuse, loss, modification, or unavailability of any content.

Certain information available on this Web Site is provided by other parties, particularly information about such other parties. You understand that all such information is the sole responsibility of the party who originated it and that TADBIK has no responsibility for such content and does not guarantee the accuracy, integrity or quality of such content. In no event is the inclusion of a statement about another party, a reference to such other party or a web-link to another party's website an endorsement of such other party, their products or their services.

RSS (really simple syndication) content is available on this Web Site, consisting of feeds of story headlines from various providers of such feeds. User use of the RSS content is subject to these terms and conditions and also to those of the service that feeds the content ("**Service**"). User may not modify the content or the links provided by such Service. You must request permission from the Service to use, modify, display, or link to the RSS content in any way. The RSS content is owned by the Service. TADBIK reserves the right to remove the RSS content at any time.

User may link to the www.tadbik.com home page, but not authorized to link to any other page on the Web Site without the prior express written consent of TADBIK, and if TADBIK were to grant such consent, TADBIK reserves the right to withdraw such consent at any time in its discretion. User may not use any of TADBIK's proprietary logos, trademarks, or other distinctive graphics, video, or audio material in his links. User may not link in any manner reasonably likely to 1) imply affiliation with or endorsement or sponsorship by TADBIK, without TADBIK's written consent; 2) cause confusion, mistake, or deception; 3) dilute TADBIK's trademarks, service marks, or trade names; or 4) otherwise violate any applicable law.

TADBIK makes no representations or promises to develop, provide, or market any software, service or product discussed on this Web Site, and User shall not rely on any of the information provided or the prospect of availability of any software, service, or product currently in development or currently anticipated to be made available in the future.

Web Site Content may refer to products, programs or services that are not available in User's country. Please consult TADBIK for information about the products, programs and services that may be available in your country.

Any software that is available for download from this Web Site is the copyrighted property of TADBIK and/or its suppliers and/or its customers. Any use or reproduction of any such software and warranties as to such software, if any, are governed by (i) the terms of the license agreement applicable to that software, or (ii) if no license agreement applies, then are governed by the warranties under these Terms of Use. User use of any third-party product or service purchased in connection with this Web Site is governed by the terms of the agreement applicable to such product or service.

Neither TADBIK nor any of its affiliates or suppliers or its or their officers, directors, employees, agents, representatives or subcontractors (collectively, the "**TADBIK Group**") shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, denial of service attacks, data data processing failures, telecommunications or Internet problems, utility failures or problems, defects, bad weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of terrorism, cyber-security attacks, acts of war or other like causes beyond the reasonable control of TADBIK. TADBIK shall have no responsibility to provide access to this Web Site while the interruption of this Web Site due to any such cause continues. TADBIK may discontinue providing access to this Web Site at any time.

Disclaimer; Limitation of Liability; Indemnity

This Web Site and all Web Site Content is provided "AS IS" and WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF THE WEB SITE CONTENT, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. It is up to User to take precautions to ensure that whatever he selects for his use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

IN NO EVENT WILL TADBIK OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, LOST REVENUE OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF, THIS WEB SITE OR ANY SITE LINKED TO WWW.TADBIK.COM. WITHOUT LIMITING THE FOREGOING, NEITHER TADBIK NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM YOUR USE OF THIS WEB SITE OR ANY WEB SITE CONTENT, WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LAW OR CAUSE OF ACTION.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE MAY NOT APPLY TO THE USER.

USER agree to release, defend, indemnify and hold TADBIK and its affiliates harmless from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with Your access to or use of this Web Site or any Web Site Content.

Export and Trade Controls

You agree not to import, export, re-export, or transfer, directly or indirectly, any part of this Web Site or any Web Site Content provided on or pursuant to this Web Site except in full compliance with all United States, foreign and other applicable laws and regulations, including, but not limited to, export control laws.

Submissions

Any information, material, or idea You submit to this Web Site by any means will be treated as non-confidential and non-proprietary and may be used by the TADBIK and its affiliates for any purpose whatsoever, including without limitation the development and/or provision of products and services, except that all personal data submitted to this Web Site will be used by TADBIK in accordance with TADBIK's Privacy policy.

Restricted Rights

--ALL RIGHTS RESERVED UNDER THE COPYRIGHT LAWS OF THE STATE OF ISRAEL.

Severability

If any provision of these Terms of Use is found to be unlawful or unenforceable in any respect, User agree that the court may reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision). As so reformed or deleted, the court shall fully enforce the resulting Terms of Use.