

## **TERMS AND CONDITIONS**

*(Last updated: June 29, 2020)*

These terms and conditions (“**Terms**”) are a legally binding and enforceable agreement between Deep Insight Limited Partnership (“**Company**”, “**we**”, “**our**”, or “**us**”) and our website's visitors (“**user/s**”, or “**you**”). These Terms will govern your use of our website available at: <https://www.deepinsight.co.il/> (“**website**”).

**ACCEPTANCE OF THE TERMS:** BY ACCESSING AND BROWSING OUR WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS.

### **1. Our Website**

Our website provides comprehensive information and resources about the Company’s business operation and any other content related thereto, including, inter alia, information related to our portfolio companies, our team, images, text, logos, button icons, links, and other features (collectively, the “**Content**”). In addition, the website provides you with communications means which you can use to contact us.

The Content may further include links to third parties’ websites and resources not operated or owned by us. By accessing such third parties’ websites, you will be subject to their terms of service and privacy policies. We have no control over third parties’ websites, nor the content provided therein, and we do not, nor we are obligated to, monitor them.

**PLEASE NOTE THAT THE CONTENT IS NOT AND SHALL NOT BE CONSIDERED AS FINANCIAL OR PROFESSIONAL ADVICE.** The website may include financial related information and information related to our portfolio companies. This content is intended solely for informational and marketing purposes, and does not, in any event or manner, constitute any form of advice or recommendation to act or omit in the investment sector or adopt any investment strategy. In any event this information shall not constitute, taken as or relied upon as a professional advice; financial advice or service; recommendation for investment; or solicitation for the formation of a financial advisor-client relationship. You should not act or refrain from acting on the basis of information provided through the website without seeking a qualified professional advice. You should note that past performance is no guarantee of future results.

WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ACTIONS OR OMISSIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT PROVIDED HEREIN, WHICH ARE AT YOUR SOLE RESPONSIBILITY AND RISK.

### **2. Representations and Warranties**

You hereby represent and warrant: (i) you are eligible to enter into these Terms, or, where applicable, you have all proper authorization to enter into these Terms; (ii) you are not defined as a “child”, or another similar term, in your jurisdiction and specifically, you are not under the age of 16; (iii) you will comply with all applicable laws regarding the use of our website and the Content (iv) you shall not use the website and Content in unlawful, illegal, fraudulent or inappropriate manner; (v) you shall not circumvent, disable or otherwise

interfere with security-related features of the; (vi) you shall not remove, deface, obscure, or alter the website or any Content therein including any copyright notices, trademarks, or other proprietary rights; (vii) you shall not use the website and Content for benchmarking purposes; and (viii) you shall not use Company's name, logo or trademarks without Company's prior written consent.

### **3. Intellectual Property**

Except as explicitly provided herein, the website and Content is owned by the Company or otherwise licensed to it and we reserve any and all rights, title and ownership of our website and Content. We reserve any and all rights, title and ownership of the Content and website. You shall not use Company's copyrights, trademarks, trade names, or other intellectual property in any way except to the limited extent as may be expressly agreed in these Terms.

### **4. Limitation of Liability and Disclaimer**

EXCEPT AS PROVIDED HEREIN, THE WEBSITE AND CONTENT ARE PROVIDED AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION OR WARRANTIES, ANY KIND, CONCERNING THE WEBSITE AND CONTENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTIES THAT THE WEBSITE AND CONTENT ARE OR WILL BE AVAILABLE FOR USE IN ANY PARTICULAR LOCATION OR AT SPECIFIC TIME. YOU AGREE THAT COMPANY WILL NOT BE HELD RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE WEBSITE OR CONTENT NOR DO WE ASSUME ANY RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF THE WEBSITE AND CONTENT, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

### **5. Indemnification**

You agree to defend, indemnify and hold harmless the Company and its affiliates, and respective officers, directors, employees and agents from any third party claims, damages, liabilities and expenses (including reasonable attorney's fees) arising from (i) your use of the website and CONTENT that does not comply with these Terms including negligence and wrongful act; (ii) abusing or infringing third party rights through the website or Content; and (iii) your breach of any applicable law, regulation and policies. This indemnification obligation will survive the termination or expiration of these Terms.

## 6. Privacy Practices

Your privacy rights are at our utmost importance; hence we warrant to comply with applicable data privacy regulation regarding the handling and processing of our users' personal data, all in accordance with our [privacy policy](#), incorporated herein by reference.

## 7. Miscellaneous

**Jurisdiction** - These Terms shall be governed by and construed in accordance with the laws of the State of Israel. You hereby agree to resolve any dispute you have exclusively with the competent court in Israel.

**Assignment** - These Terms and any right granted herein may not be assigned by you without the prior written consent of the Company. The Company may assign its rights and obligations set forth herein at any time, at its sole discretion.

**Severability** – Should one or more of the provisions of these Terms be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired by such determination and will remain in full force and effect, and the provision affected will be construed to be enforceable to the maximum extent permissible by law.

**Waiver** - Without derogating from the above, any delay or omission by either party to exercise any right under these Terms shall not be construed to be a waiver of such right. A waiver by either party of any of the performance provisions of these Terms shall not be construed to be a waiver of any succeeding performance or breach.

## 8. Amendments

We reserve the right to periodically amend or revise these Terms at our sole discretion; such changes will be effective immediately upon the display of the revised Terms. The last revision date will be reflected in the "Last Updated" above. Your continued use of the website and Content following such amendments constitutes your acknowledgement and consent of such amendments to the Terms and your agreement to be bound by them. In the event of a material changes, we will make best efforts to post notification.

## 9. Contact Us

If you have any questions about these Terms, please contact us at:

Deep Insight Limited Partnership

3 Arik Einstein St.

Herzliya, Israel.

You can also contact us via email to: [office@deepinsight.co.il](mailto:office@deepinsight.co.il)