



TERMS OF USE

Welcome to the Lusix Ltd. ("Company" or "Lusix" or "We") website.

Before using the Company's website (the "Website"), and where applicable, also registering or setting up your account with the Company, please read the following Terms of Use (the "Terms") carefully. These Terms govern your access to and use of the Website. Your approval of these Terms, including by use of the Website, registration for our service or the receipt of qualified information, where applicable, will constitute your acceptance, without limitation or qualification, of these Terms and the terms of the Privacy Policy, as a legally binding agreement between you and the Company, as further detailed below.

Your access to and use of the Website, including by the download of information that requires registration, is expressly conditioned on your acceptance of and compliance with these Terms. BY CONTINUING TO REGISTER OR OTHERWISE USING THE WEBSITE, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND ALL REVISIONS THEREOF, whether or not you are offered the possibility or requested by the Company to register to the Website, and whether or not such registration takes place. If you do not wish to accept these Terms, then please do not use the Website. Note that any violation of these Terms may result in termination of your ability to access and use the Website or any of the services provided on it.

We reserve the right at any time to change all or any part of these Terms, effective immediately upon notice, which we may provide by any means including, without limitation, posting the amended Terms on the Website. Your continued use of the Website after such notice will be deemed acceptance of such new terms. Further, we reserve the right at any time to modify the Website, including by eliminating, modifying, limiting or discontinuing any feature of the Website.

1. Registration, User Account, Password and Security

If you are offered the possibility, or requested by the Company to register to the Website as required now or in the future in order to use certain features of the Website or receive information, then as part of the registration process you agree to (a) provide truthful, accurate, and current information about yourself and/or about the entity or organization utilizing the Website, as prompted by our registration form (including your email address) (the "Registration Data"), and (b) maintain and update your Registration Data so that it remains at all times accurate, current and complete. You agree that in the event of and following such registration, you will immediately notify the Company of any unauthorized use of your password or account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 1.

2. Privacy

Your privacy is very important to the Company. Please refer to our privacy policy linked to from our homepage for information about how we collect and use personal information (the "Privacy Policy"). By accepting these Terms you expressly accept and agree to the terms and conditions of the Privacy Policy as may be amended from time to time. In case of any inconsistency between the Privacy Policy and the terms and conditions of these Terms, the Privacy Policy shall prevail.



3. Rules of Conduct

A. The Website may include, now or in the future, certain interactive services or features that will allow you to publish, display, process, send or otherwise transfer or make available (collectively "Transmit" and appropriate grammatical variants) comments and any other form of content ("User Content"). Without derogating from the generality of these Terms, the following is a list of activities that are prohibited according to Company's rules of conduct, in connection with such interactive services or features if and as they become available.

While using the Website, you agree not to (a) Transmit any User Content that is, in any jurisdiction where so Transmitted, illegal, abusive, obscene, defamatory, inflammatory, libelous, hateful, or racially, ethnically, sexually or otherwise objectionable (including links to other websites showing any of the foregoing); (b) Transmit any User Content that may infringe or promote the infringement of any copyright, trademark, service mark, trade name, trade dress, patent, design, trade secret, sui generis right, moral right, celebrity right, right of attribution, or other intellectual or proprietary right of any party or any application for any of the foregoing ("Intellectual Property Right"); (c) Transmit any material that contains software viruses, worms, Trojan horses, or any other malicious code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) Disrupt or interfere with the security of, or otherwise abuse, the Website, its system resources, accounts, servers, or networks connected to or accessible through the Company or affiliated or linked websites or access, hack or deface any portion of the website, tamper with or use non-public areas of the Company; (e) Transmit false or misleading information or falsely represent yourself as any other person, or misrepresent yourself as a representative or affiliate of any person or entity or as another client; (f) Disrupt or interfere with any other user's use or enjoyment of the Website or affiliated or linked websites or use the account or password of others; (g) Use any information obtained from the Website in order to harass, abuse, or harm another person; or (h) Make any representation, express or implied, that any statements you make are endorsed by the Company, without Company's prior written consent; (i) Share password and/or username and simultaneous access to the Websites via the same password and/or username or otherwise.

The Company is not obliged to publish your User Content and may decide whether to allow any Transmission of User Content. Further, We may moderate a posting before publication, and remove any part of it as We see fit. The Company is not responsible for any opinions expressed in User Content published. If it is subsequently brought to Company's attention that published User Content contravenes the conditions set out above, We retain the right to remove it and take further action as appropriate in Company's sole discretion. You retain copyright of and are solely responsible for published User Content you Transmitted. You are responsible for any actions that may be taken against you in response to published User Content you Transmitted.

B. We may terminate your access to and use of the Website immediately if you fail to comply with these Terms. In addition, the Company reserves the right to investigate and take appropriate legal action against anyone who, in the Company's sole discretion, violates these Terms, including without limitation, reporting you to law enforcement authorities.

C. The Website may, now or in the future, allow you to interact with the Company and with other users through social networks such as Facebook and Twitter. Your interaction through such social networks is subject to the terms and conditions of those networks, which apply in addition to these Terms.



D. The use of the Website is intended for your personal use only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the Company, as established in written agreements.

4. Intellectual Property Policy

A. General

We respect the Intellectual Property Rights of others. We ask our users to do the same. We may terminate the access to and/or use of the Website by users who appear to infringe the Intellectual Property Rights of others (Company's rights and those of Company's affiliates and contractors, as well as rights of third parties).

By making each User Content Transmission in connection with interactive services or features of the Website if and as they become available, you represent and warrant that (i) you are the owner of the content which you transmit (or otherwise have the right to grant the licenses set forth in subsection C below); and (ii) that the content does not infringe upon the Intellectual Property Rights or other rights of others.

B. Company's Intellectual Property Rights

The Website contains proprietary information that is protected by copyrights and other applicable Intellectual Property Rights pursuant to national and international laws and regulations. The Company retains ownership of all Intellectual Property Rights in the Website and the Company's contents.

You agree not to copy, modify, adapt, reverse engineer, decompile, duplicate, distribute, translate or create derivative works based on the Website in whole or in part, or exploit for any commercial purposes, any portion of the Website. You may not "frame" or "mirror" any portion of the Website without Company's prior written authorization. You further agree not to remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the Website.

By accepting these Terms you acknowledge and agree that any of the Company's contents contained or distributed on or through the Website by the Company or other third parties, is protected by Intellectual Property Rights. You agree not to Transmit or otherwise publish, reproduce, copy, in whole or in part, any content available through the Website in violation of applicable copyright and other intellectual property laws.

"Lusix", the Company's logo and other graphics, trademarks, service marks, slogans and website names, accordingly marked where applicable, are common law trademarks, trade names, registered or unregistered trademarks or trade dress (collectively the "Trademarks") of the Company or licensed to the Company. Such Trademarks may not be used in connection with any product, service or website that is not the Company's product, service or website in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company or the rightful owner of any licensed trademark. Further, we retain the right to publish on the Website a trademark policy governing the terms for using Company's Trademarks, and such policy shall be deemed an integral part of these Terms. Company's trademark policy may be requested at any time from the Company's legal department. You may not use any "meta tags" or any other "hidden text" utilizing the foregoing Trademarks, nor may you purchase keyword or targeted search engine advertising using any of the foregoing Trademark terms.



C. Your Content

You will retain all ownership rights to your User Content in connection with interactive services or features of the Website if and as they become available, including any and all business information that may be provided as a result of using the Website. However, by Transmitting such User Content to the Website, you grant The Company a nonexclusive, perpetual, royalty-free, license to copy, adjust, create derivative works of, and reproduce such information as part of Company's continued effort to improve the services We provide. Use of private information contained in any such Transmission will be governed by the Privacy Policy.

5. Term and Termination

These Terms shall remain in effect until terminated, revised, restated or otherwise modified by the Company as set forth herein.

We may, at Company's sole discretion and at any time (i) discontinue the operation of the Website, or any part or feature thereof, with or without notice; (ii) terminate these Terms, and/or terminate, deactivate or suspend your account and/or your access to and use of the Website or any portion thereof and/or remove any of your User Content in connection with any interactive services or features of the Website if and as they become available, and other data in your account, at any time and for any reason, with or without cause, without prior notice to you. We shall not be liable to you or to any third-party for any termination of your access to the Website. Should you object to any terms and conditions of these Terms (as amended) or become dissatisfied with the Website in any way, your only recourse is to immediately discontinue your use of the Website and/or terminate your account.

6. Indemnification

You hereby agree to indemnify, defend and hold the Company and anyone acting on Company's behalf, harmless from and against any and all claims, judgments, awards, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) and other expenses that are based on or arise directly or indirectly out of or from (a) your breach of these Terms; (b) any use of your User Content or other content Transmitted by you or under your account in connection with any interactive services or features of the Website if and as they become available; (c) any misuse of your account; or (d) any breach of your representations and warranties set forth herein.

7. Disclaimer of Warranties

You understand and agree that the content of the pages of the Website is provided "As Is" and on an "As Available" basis and without warranties of any kind, either express or implied. The Company and its affiliates make no warranties, express or implied, as to the accuracy and reliability of the Company's contents, User Content or any material available on the Website, nor does the Company warrant that the Website will be accessible at all times.

To the fullest extent permissible pursuant to applicable law, the Company and Company's affiliates, service providers, partners, licensors, and agents disclaim all warranties of any kind, express or implied, including, without limitation, implied warranties of title, non-infringement, accuracy, merchantability, and fitness for a particular purpose. Some jurisdictions may not allow the exclusion of implied warranties, so the above exclusions may not apply in such jurisdictions to the extent not allowed under applicable law.



Company and Company's affiliates, service providers, partners, licensors, and agents do not warrant that: (a) the Website or its content will meet your requirements; (b) your use of the Website will be uninterrupted, timely, error-free or secure, or that the Website or any content are free of viruses or other harmful components; (c) the quality of any websites, information, or other material obtained by you through the Website will meet your expectations; or (d), that defects, if any, will be corrected.

You agree that the Company shall have no responsibility for any damages suffered by you in connection with the Website or any content contained therein including but not limited to loss of data, errors, system down time, network or system outages, communications line failure, file corruption, or Website interruptions caused by negligence on Company's part or on the part of Company's affiliates and service providers, or a user's own errors and/or omissions, all irrespective of the theory upon which any claim may be based, even if we have been advised of the possibility of such damages.

Under no circumstances shall the Company be responsible for any loss or damage, including personal injury or death, resulting from use of the Website or from any content posted on or through the Website. You assume all responsibility and risk for your use of the Website and your reliance thereon. You understand and agree that you will be solely responsible for any damage to your business, your computer system or loss of data that results from the download of any content.

You acknowledge that we make no warranty or representation that confidentiality of information transmitted through this site will be maintained. The Company assumes no responsibility for any theft or destruction or unauthorized access to, or alteration of, any User Content or communication.

8. Limitation of Liability

To the fullest extent permissible pursuant to applicable law, neither the Company nor any party acting on Company's behalf nor any other party involved in creating, producing, transmitting, or distributing the Website or any service/s provided hereunder, shall be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of business, loss of goodwill, loss of data or other intangible losses), under any theory of law including under contract, negligence, strict liability or other theory, arising out of or relating in any way to the Website or any service/s provided hereunder (even if we have been advised of the possibility of such damages).

You expressly understand and agree that except for the foregoing and to the fullest extent permissible by applicable law, your sole and exclusive remedy for dissatisfaction with the Website or any service/s provided hereunder is to stop using the Website and/or such service/s.

9. Dispute Resolution

These Terms shall be construed in accordance with, and governed for all purposes by, the substantive laws of the State of Israel without regard to conflicts of law provisions. You agree that any claim or dispute you may have against the Company and its directors, officers, employees and consultants must be resolved exclusively by the courts located in Jerusalem, Israel, and waive any jurisdictional, venue or inconvenient forum objections to such courts.



10. Miscellaneous

If any provision of these Terms, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise illegal or unenforceable under any applicable statute or rule of law, such provision shall be enforced to the maximum extent possible, or, if incapable of such enforcement, shall be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances shall remain in full force and effect and in no way be affected or impaired.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver by such party of any preceding or subsequent breach or default, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver by such party of any right or remedy. Company's failure to act with respect to a breach by you or others does not waive Company's right to act with respect to subsequent or similar breaches.

This is the entire agreement between you and the Company relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and the Company (including any information made available on the Website) with respect to such subject matter.

We thank you for using the Website.

If you have any questions or comments regarding these Terms, please contact legal@lusix.com

BY CLICKING "I ACCEPT", OR BY CHECKING THE APPLICABLE CHECKBOX, OR OTHERWISE SIGNING UP FOR THE WEBSITE OR INDICATING ACCEPTANCE OF THESE TERMS, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THESE TERMS IN THEIR ENTIRETY, (2) YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AS A BINDING AND ENFORCEABLE OBLIGATION.