

Terms and Conditions

At **Goldfarb Seligman** (“GS”, “we”, “us” or “our”), we are happy to make available the Content (defined below) on our Website (defined below) for informational purposes. Please read the following for our full Terms and Conditions regarding any use of our Services (as defined below), as they govern your (“you” or “user”) access to and use of the Website. IMPORTANT: BY USING THE SERVICES YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT USE THE WEBSITE OR THE SERVICES.

1. Acceptance of Terms

- 1.1 The following agreement consists of the terms and conditions governing your access and use of GS’s website (the “**Website**”) and the use of the services available through the Website (collectively, the “**Services**”). These Terms and Conditions together with GS's Privacy Policy available at: <http://www.goldfarb.com/pdf1/GS - Privacy Policy.pdf> (collectively, the “**Terms**”) constitute a binding agreement between you and GS, and by continuing to use the Services (in whole or in part) in any way or manner you agree to abide by, and be bound, by these Terms. If you do not understand and/or agree to these Terms, you should immediately exit the Services and cease making any use of the Services.
- 1.2 We may unilaterally change or add to the terms of these Terms at any time. You should check our Website periodically and review changes to the Terms. If you are not comfortable with all of the provisions of these Terms, please do not use the Services.

2. Disclaimers

- 2.1 We do not warrant that the Services will be uninterrupted or error-free, or that these Services or the server(s) that make them available are free of viruses or other harmful components. We are not responsible for any consequences to you or others that may result from technical problems (including without limitation in connection with the internet such as slow connections, traffic congestion, overload of servers, delays or interruptions) or any telecommunications or internet providers.
- 2.2 The Website provides information regarding our services, and includes, inter-alia, the GS overview and so forth, including any other content related thereto such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the “look and feel” of the Website, algorithms, source and object code, interface, GUI, interactive features, related graphics, illustrations, drawings, animations, and other features obtained from or through the Website (collectively, the “**Content**”).

2.3 For the avoidance of doubt, the Website serves mainly as an informative marketing tool, and engagements of any sort with us shall only be created on a first person basis. The Content does not bind GS in any form, and in any case where the Content contradicts or is inconsistent with separate agreements executed directly between GS and you, only information supplied by GS on a first person basis shall prevail.

2.4 All Content is provided for informational purposes only and in no way should be interpreted or understood as legal advice. No information contained in the Content or anywhere in or inferred from the Website or the Services should in any way be acted upon.

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE WEBSITE ARE RESERVED TO GS OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE WEBSITE AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING THAT THE CONTENT WILL BE UP TO DATE. GS WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR THE CONTENT AVAILABLE THEREIN.

YOUR USE OF THE WEBSITE AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.

3. Limitations on Use

3.1 There are certain conducts which are strictly prohibited when using the Services. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at GS's sole discretion) in the termination of your use of the Services and/or Content and may also expose you to civil and/or criminal liability.

3.2 Unless otherwise explicitly permitted under these Terms or in writing by GS, you may not (and you may not permit anyone to): (a) use the Services and/or the Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Services and/or Content for non-personal or commercial purposes; (c) remove or disassociate, from the Content and/or the Website, any restrictions and signs indicating proprietary rights of GS or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©,™, or ®); (d) interfere with or violate users' rights to privacy and other rights, or harvest or collect personally identifiable information about users without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Website and retrieve, index and/or data-mine information; (e) interfere with or disrupt the

operation of the Website or the servers or networks that host the Website, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that GS endorses you, your website, your business or any statement you make, or present false or inaccurate information about the Services; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our platform infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Website; (i) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to GS's proprietary rights, including GS IPR (as such term is defined below) and the Content, in any way or by any means; (j) make any use of the Content on any other website or networked computer environment for any purpose without GS's prior written consent; (k) create a browser or border environment around the Content (no frames or inline linking is allowed); (l) frame or mirror any part of the Website without GS's prior express written authorization; (m) create a database by systematically downloading and storing all or any of the Content from the Website; (n) transmit or otherwise make available in connection with the Website any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (o) use the Services for any purpose for which the Services are not intended; and/or (p) infringe and/or violate any of the Terms.

4. Ownership of Proprietary Rights

- 4.1 The Services, including without limitation any underlying data, software, platforms, algorithms, technology, design, any information, services, texts, files, charts, graphs, photos, organization, structure, application "look and feel" and features, the Content, Feedback (defined below) and any modifications, enhancements and derivatives thereof and all Intellectual Property Rights (as defined below) related thereto ("**GS IPR**") are the exclusive property of GS and/or its licensors who retain all right, title and interest in connection therewith.
- 4.2 No transfer or grant of any rights by GS is made or is to be implied by any provision of these Terms or by any other provision contained in the Services with respect to GS IPR or otherwise.
- 4.3 We appreciate hearing from our users and welcome your comments regarding the Services. Notwithstanding anything to the contrary herein, please be advised, however, that if you

send us ideas, suggestions, inventions, or materials regarding the Services ("**Feedback**"), we shall: (i) own all right, title and interest in and to the Feedback without any restriction; (ii) not be subject to any obligation of confidentiality; and (iii) be entitled to unrestricted use of the Feedback for any purpose whatsoever, without compensation or credit to you or any other person.

4.4 "**Intellectual Property Rights**" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

5. Trademarks and Trade names

5.1 GS's marks and logos and all other proprietary identifiers used by GS in connection with the Services ("**GS's Trademarks**") are all trademarks and/or trade names of GS, whether or not registered. All other trademarks, service marks, trade names and logos which may appear on the Website belong to their respective owners ("**Third Party Marks**"). No right, license, or interest to GS's Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

6. Privacy

6.1 GS's privacy practices are governed by GS's privacy policy, the most updated copy of which can be found at <http://www.goldfarb.com/pdf1/GS - Privacy Policy.pdf> ("**Privacy Policy**").

7. Limitation of Liability

7.1 TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL GS AND ITS AFFILIATES AND ITS AND THEIR PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOST INCOME OR OTHER TANGIBLE OR INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR COST OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER

TO YOUR USE OF THE SERVICES, OR GS IPR, OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY GS.

7.2 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Third Party Content

8.1 The Services contain content provided by third parties and links to outside services and resources. GS does not screen, monitor or control such content and services. Any concerns regarding any such linked service or resource should be directed to such particular service or resource provider. Such links and content are provided only as an informational resource, simply as a service and only for your convenience. GS is not responsible or liable for such links and/or content. Without derogating from the foregoing, should you leave the Services via a link contained herein and/or view content that is not provided by GS, you do so at your own risk and GS shall not be responsible or liable for damages or losses caused in connection therewith. In as much as you are redirected to linked sites, applications and content, we recommend you to carefully read and abide by the terms of use and privacy policies of such applications, sites and content.

9. General

9.1 These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the courts of Tel Aviv, Israel. The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded.

9.2 Notwithstanding the foregoing, in the event of breach or threatened breach of any provision of these Terms by you, GS could suffer significant and irreparable harm that could not be satisfactorily compensated in monetary terms, and that the remedies at law available to GS may otherwise be inadequate and GS shall be entitled, in addition to any other remedies to which it may be entitled to under law or in equity, to the immediate ex parte issuance, without bond, of an equitable relief, including without limitation an injunctive relief, in any jurisdiction worldwide. You hereby acknowledge and agree that GS shall not be required to post bond as a condition to obtaining or exercising any such remedies, and you hereby waive any such requirement or condition.

- 9.3 If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the remainder of these Terms.
- 9.4 You acknowledge and agree that GS has the right, at any time and for any reason, to redesign or modify the GS IPR, the Content and other elements of the Services or any part thereof.
- 9.5 GS may assign these Terms, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of GS. Any unauthorized assignment will be void and of no force or effect.
- 9.6 All waivers must be in writing. GS's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by GS as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 9.7 Nothing contained in the Website intends to create an attorney- client relationship.
- 9.8 Transmission, receipt, or use of the Services in any part is not intended to create, and receipt does not constitute, an attorney-client relationship. Further, email, fax, letter, or voicemail does not constitute nor create an attorney-client relationship and will not be considered confidential unless there is a signed engagement or retainer letter.
- 9.9 ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.
- 9.10 If you have any further questions or require further clarification, please contact us by sending an e-mail to: gs.web@goldfarb.com.