SaiFlow Cyber Ltd. Terms of Use

Welcome to saiflow.com (together with its subdomains, Content, Marks and services, the "Site"). Please read the following Terms of Use carefully before using this Site so that you are aware of your legal rights and obligations with respect to Saiflow Cyber Ltd. ("Saiflow", "we", "our" or "us"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy (the "Terms"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Site.

1. **Background.** The Site is intended to provide information about Saiflow, our services and products.

2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.

3. **Ability to Accept Terms.** The Site is only intended for individuals aged thirteen (13) years or older. If you are under 13 years please do not visit or use the Site. If you are between 13 and 18 years of age, then you must review these Terms with you parent or guardian before visiting or using the Site to make sure that you and your parent or guardian understand these Terms and agree to them.

4. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.

5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.

6. **Payments to Saiflow.** Except as expressly set forth in the Terms, your general right to access and use the Site is currently for free, but Saiflow may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to

pay applicable charges may result in you not having access to some or all of the Site.

7. **Intellectual Property Rights.**

7.1. Content and Marks. The (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "Materials"),(ii) and User Submissions, as defined below (together with the Materials, the "Content")and (iii) the trademarks, service marks and logos contained therein ("Marks"), are the property of Saiflow and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Saiflow", the Saiflow logo, and other marks are Marks of Saiflow or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.

7.2. Use of Content. Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

8. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

9. **Links.**

9.1. The Site may contain links to third party websites that are not owned or controlled by Saiflow. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release Saiflow from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

9.2. Saiflow permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with Saiflow or present any false information about Saiflow and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website ("Third Party Website")

which prohibits linking to third parties; (v) such Third party Website does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

10. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at https://www.saiflow.com/legal/privacy-policy. You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.

11. **Copyright Policy.** It is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement in accordance with the following provisions.

    11.1. **Removal of Content.** Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "DMCA"), we have designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with the Site. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Site users who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information in accordance with the DMCA:

    i. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
    ii. A description of the copyrighted work you claim has been infringed;
    iii. A description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
    iv. Your address, telephone number, and email address;
    v. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
    vi. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

    11.2. **Counter-Notification.** If you believe that the material you posted was removed from the Site by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following (please consult your legal counsel or see the Digital Millennium Copyright Act, 17 U.S.C. (the "Copyright Act") Section 512(g)(3) to confirm these requirements):

i. Your physical or electronic signature;
ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to help us locate content quickly;
iii. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
iv. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the Site may be found or accessed, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

11.3. **Misrepresentations**. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

12. **Warranty Disclaimers.**

12.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

12.2. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. SAIFLOW HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SAIFLOW DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT SAIFLOW WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

12.3. SAIFLOW DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.

12.4. YOU SPECIFICALLY ACKNOWLEDGE THAT SAIFLOW SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

12.5. YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, OR INTERACTION WITH ANY SITE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY SITE USER OR OWNER IN CONNECTION WITH THE SITE OR ANY USER SUBMISSION, YOU AGREE THAT SAIFLOW IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISINGOUT OF OR CONNECTED WITH SUCH A DISPUTE. SAIFLOW RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

12.6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, SAIFLOW DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

13. **Limitation of Liability.**

13.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SAIFLOW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF SAIFLOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

13.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SAIFLOW FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO SAIFLOW FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

14. **Indemnity**. You agree to defend, indemnify and hold harmless Saiflow and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your User Submissions; (iii) your interaction with any Site user; or (iv) your violation of these Terms.

15. **Term and Termination.** These Terms are effective until terminated by Saiflow or you. Saiflow, in its sole discretion, has the right to terminate these Terms and/or your

access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Saiflow shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 14 and Sections 7 (Intellectual Property Rights), 12 (Privacy), 12 (Warranty Disclaimers), 13 (Limitation of Liability), 14 (Indemnity), and 18 (Independent Contractors) to 20 (General) shall survive termination of these Terms.

16. **Independent Contractors.** You and Saiflow are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Saiflow. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Saiflow.

17. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Saiflow without restriction or notification to you. Any prohibited assignment shall be null and void.

18. **General**. Saiflow reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and Saiflow shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Israel and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Saiflow may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Saiflow concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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