

GENERAL TERMS OF USE

These terms and conditions apply to your purchase of those specific Services (as defined below) you have purchased (a “**Subscription**”) as set forth in the order confirmation (the “**Order Confirmation**”) you received from Acid Technology Ltd., an Israeli Company with PC No. 515158152 (“**ACID**”) to which these general terms of use (the “**Terms of Use**”) are attached.

These Terms of Use are a binding agreement between you and ACID regarding your subscription for ACID’s cloud-based automated monitoring and information collection service (the “**Services**”). Any reference to “**you**” or the “**Subscriber**” in this agreement means the individual or corporation, company, entity or organization that is named on the Order Confirmation.

A Subscription is specific to the party set forth in the Order Confirmation (“**you**” or the “**Subscriber**”), and for the removal of doubt specifically excludes any entity or person other than the Subscriber; without derogating from the generality of the foregoing, subsidiaries and/or affiliates of Subscriber are excluded. If you wish to use the Services for another entity, another subscription must be purchased.

By purchasing a Subscription and/or using the Services, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE.

1. LICENSE

- a. Subject to your compliance with these Terms of Use, ACID grants you, the Subscriber, a personal, limited, non-exclusive, non-sub-licensable, non-assignable, revocable license to use the Services.
- b. Use of the Services for any person other Subscriber is strictly prohibited under this license. For the removal of doubt any data provided as a result of the use of the Services is for your internal and personal use only and shall not be transferred to any third party, including but not limited to any subsidiary, affiliate, associate or unrelated party.
- c. “All rights not expressly granted to you under these Terms of Use are retained by ACID. Without derogating from the generality of the foregoing, you acquire no right or title in the Services and/or no intellectual property rights in the Services.
- d. Acid may audit the Services, from time to time, in order verify that the Subscriber, including but not limited to Authorized Users are accessing and using the Services according to the terms and conditions of this agreement. ACID may suspend your Subscription without prior notice if ACID believes that you are violating or have violated the Terms of Use.

2. PURCHASE OF SUBSCRIPTION

- a. Within five days of receipt of payment by ACID in accordance with an Order Confirmation, Acid shall create a Dashboard on a Subscriber-specific Url which will be notified to you.

- b. The Dashboard enables Authorized Users (as defined in Section c following) to amongst others, add Keywords, and use the Services. The results of the Services are dependent upon the Keywords inputted by Subscriber and ACID has no responsibility or liability for the results obtained (or not obtained) using the Services. “**Keywords**” means Subscriber inputted data. **Dashboard**” means the user interface that gives Subscriber access to the Services.
- c. Each Authorised User shall be given a password for his/her access to Subscriber’s Dashboard. An “**Authorised User(s)**” mean those employees, agents and/or independent contractors of Subscriber that have been specifically authorised to access the Subscriber’s Dashboard. Each Authorised User shall be responsible to keep his/her password confidential; we reserve the right to suspend or cancel a password, even without receiving such notice from you, if we suspect that it is being used in an unauthorized or fraudulent manner. Notwithstanding the foregoing, you are responsible for monitoring your account and should promptly report any unauthorized or suspicious activity in your account to us promptly.
- d. Unless otherwise agreed your Subscription is for one year, which will automatically renew unless cancelled by you at least 30 (thirty) days prior to the end of the term.
- e. If ACID has not received payment after fifteen (15) business days’ written notice of a Subscriber’s failure to pay, then without prejudice to any other rights and remedies of ACID, including but not limited to payment of all overdue amounts:
 - i. ACID may, immediately and without liability to Subscriber disable the access to all or part of the Services and ACID shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - ii. interest shall accrue on such overdue amounts at (i) the rate of 8% per annum; or (ii) the highest interest rate allowed by law, commencing on the due date and continuing until fully paid.
 - iii. All payments stated or referred to in this agreement are non-refundable, unless due to the breach of Company, whereupon Subscriber shall be due a pro-rata refund for Services not received;
 - iv. Are exclusive of value added tax, if applicable. which shall be added to ACID's Subscription fees.
- f. ACID shall be entitled to change the Subscription fees at the start of the renewal of each Subscription upon 30 days' prior notice to Subscriber.

3. LICENSE RESTRICTIONS

You agree to the following restrictions:

- a. The Services may be used by you only for your own business purposes.
- b. to not license, sell, rent, lease, lend, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Services or make the Services available to any third party and any attempt by you to take such action shall be void ab initio.

- c. to not use the Services for any fraudulent, unlawful, unauthorized or illegal activity;
- d. to not modify, translate, or create derivative works based on the Services or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever.

4. INTELLECTUAL PROPERTY RIGHTS

- a. “ACID,” the ACID logo, and any other product or service name or slogan displayed on the Dashboard and the Services are Company trademarks and may not be copied, imitated or used, in whole or in part, without the prior written permission of ACID. You may not use any metatags or any other “hidden text” utilizing “ACID” or any other name, trademark or product or service name of ACID without our prior written permission. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of ACID and may not be copied, imitated or used, in whole or in part, without our prior written permission.
- b. You retain all ownership and intellectual property rights in and to your data.
- c. You may not
 - i. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to the Services;
 - ii. disclose results of any services or program benchmark tests without ACID’s prior written consent; and
 - iii. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, ACID’s programs or materials available, to any third party other than, as expressly permitted under the terms of the agreement.
- d. The rights granted to you under the agreement are also conditioned on the following:
 - i. the rights of any user licensed to use the services (e.g., an “Authorized User”) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license);
 - ii. you agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5. ACID's UNDERTAKINGS

- a. Acid shall use commercially reasonable endeavors to make the Products available 24 hours a day, seven days a week, except for:
 - i. uploading of new versions;
 - ii. scheduled maintenance; and
 - iii. as set forth in more detail in ACID's SLA.
- b. Support. ACID will, provide telephone and e-mail support as set forth in ACID's SLA.

6. WARRANTY DISCLAIMER

- a. Acid does not warrant that Subscriber's use of the Services will be uninterrupted or error-free; nor that the Services, and/or the information obtained by Subscriber through the Services will meet Subscriber's requirements; and
- b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and Subscriber acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such third-party communications facilities.

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. ACID DOES NOT GIVE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SUITABILITY, MERCHANTABILITY, PERFORMANCE OR UNINTERRUPTED AVAILABILITY OF THE SERVICES.

ACID, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, EXCEPT FOR AS SPECIFICALLY SET FORTH HEREIN.

ACID MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES, AND DISCLAIMS ALL PROMISES OR WARRANTIES RELATING THERETO.

7. DATA MANAGEMENT AND SECURITY

- a. Access, Use, & Legal Compulsion. Unless it receives Subscriber's prior written consent, ACID: (i) will not access or use Keywords or data collected through the Services from Subscriber ("**Subscriber's Data**") other than as necessary to facilitate the Services; and (ii) will not give any third party access to Subscriber's Data. Notwithstanding the foregoing, ACID may disclose Subscriber's Data as required by applicable law or by proper legal or governmental authority. ACID will give Subscriber prompt notice of any such legal or governmental demand and reasonably cooperate with Subscriber in any effort to seek a protective order or otherwise to contest such required disclosure, at Subscriber's expense.
- b. Retention & Deletion. ACID will retain Subscriber's Data in its possession until erased (as defined below) pursuant to this Subsection b. ACID will

erase: (i) all copies of Subscriber's Data seven years after collection thereof; (ii) any or all copies of Subscriber's Data immediately after termination of a Subscriber's Subscription; (iii) promptly upon Subscriber's written request; and (iv) copies of all Subscriber's Data no later than 20 Business Days after termination of this agreement, subject to applicable law.

8. THIRD PARTY WEBSITES

Subscriber acknowledges that the Services may link or refer to third-party websites and that any entry into such third-party websites is done solely at Subscriber's own risk. ACID makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or communication in any manner whatsoever, with any such third-party website.

9. INDEMNIFICATION

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, ACID AND ITS OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY THE "**PARTIES**"), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED, IN CONNECTION WITH OR ARISING OUT OF: (A) YOUR VIOLATION OR BREACH OF ANY TERM OF THESE TERMS OF USE OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN, OR (B) YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY (C) YOUR USE OR MISUSE OF THE SERVICES. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE SERVICES.

10. LIMITATION OF LIABILITY

ACID ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (VI) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES.

IN NO EVENT SHALL ACID, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ACID IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ACID'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, THE SITES AND PRODUCTS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE SUM OF US\$ 500.

11. BASIS OF THE BARGAIN.

YOU ACKNOWLEDGE AND AGREE THAT ACID HAS OFFERED ITS SERVICES IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND ACID, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND ACID. ACID WOULD NOT BE ABLE TO PROVIDE THE OR SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

12. ASSIGNMENT

Your Subscription is for Subscriber's exclusive use and Subscriber may not transfer or lend Subscription to any third party nor may a Subscription be inherited by any third party.

13. THIRD PARTY RIGHTS

The provisions of the Terms of Use are for the benefit of the parties hereto only and are not intended to confer upon any person except the parties hereto any rights or remedies hereunder. No person other who is not a party to this Agreement shall have any right to enforce any of its terms.

14. MISCELLANEOUS.

- a. These Terms of Use represents the complete agreement concerning the matters covered and may be amended only by a document executed by both parties. The sale of the Services pursuant to a Purchase Order shall be governed by and subject to the provisions set forth in this agreement. In the event of any discrepancy between the provisions of this agreement and any provisions contained in a Purchase Order, the provisions of this agreement shall prevail, unless agreed otherwise by both parties in writing.
- b. If any provision of the Terms of Use is held to be unenforceable, such provision shall be modified only to the extent necessary to make it enforceable and shall not affect the enforceability or validity of the remaining provisions, which shall remain in full force and effect.
- c. These Terms of Use and the relationship between you and ACID are governed by the laws of the State of Israel without regard to its conflict of

law provisions. Any dispute or claim arising out of or in connection with the Terms of Use will be submitted to the exclusive jurisdiction of the competent courts in State of Israel.

- d. ACID's failure to exercise or enforce any right or provision of the Terms of Use will not constitute a waiver of such right or provision. If any provision of the Terms of Use shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.
- e. The Services are available to users around the world. Your information may be processed, stored and transferred in countries within and outside the European Economic Area (EEA) and/or your country of residence. Data protection and privacy laws in these countries may not offer the same level of protection as in the EEA and/or your country of residence and you may have fewer legal rights in relation to your information. By using the Services, you consent to the foregoing. If you do not consent to the transfer of your information, you should not use the Services.
- f. Should you encounter any bugs, glitches, lack of functionality or other problems with the Services, please contact us on email: contact@ac-id.info.
- g. If you provide ACID with any feedback or suggestions, including support inquiries ("**Feedback**"), you hereby assign to ACID all rights in the Feedback and agree that ACID will have the right to use such Feedback and related information in any manner it deems appropriate. ACID will treat any Feedback you provide as non-confidential and non-proprietary. You agree that you will not submit any information or ideas that you consider to be confidential or proprietary to ACID.
