

## **Website Terms of Use**

Welcome to the website [proseed.co.il](http://proseed.co.il) (Hereinafter – “The Website”) of Proseed Venture Capital Fund Ltd. (Hereinafter – “The Website Operator”). Access and use of the Website are subject to the terms specified below (Hereinafter – “Terms of Use”).

Please carefully read the terms of use before use and activity on the Website constitutes your consent to the terms of use without limitation or reservation.

The terms of use arrange the relationship between the website operator and any visitor and/or viewer and/or user in any other manner of the Website or information contained therein (Hereinafter – “The User”).

The specified in the Terms of Use in masculine singular form are for convenience purposes only and refer to both men and women.

### **1. The information**

- 1.1 The Website as a whole including all information appearing therein and its underlying software are offered to the public As Is, and the website operator grants users the right to personal and private use to review the Website content. Although the website operator planned for the information to be accurate and correct, the information may not be complete or may not be updated and alternatively, technical or other errors may have occurred in the information. The website operator is not responsible for inaccuracies, or the lack of updates or for errors or deficiencies that occurred with regards to the information and responsibility for confirming the veracity of the content is that of the users.
- 1.2 The website operator hereby clarified that the information included on the website is for general and informative purposes only and does not constitute a recommendation and/or opinion and/or proposal to buy / sell securities of the website operator or any product or provision of any service, and as such the user is aware and hereby agrees that any reliance on data, declarations, expressions of opinions, advice or any other information presented on the website is at the user’s discretion and their sole liability.
- 1.3 The source of some of the content is supplied, managed and operated by the content providers that are not the website operator. The website operator cannot fully control this external content and in addition to the effort to ensure accuracy of the content on the Website, including external content, the website operator is not liable for any inaccuracies or lack of updates, errors or deficiencies with regards to this information.

- 1.4 Properties, specifications, design or appearance of the products described or displayed on the website including any picture or image included on the website for illustrative purposes only unless otherwise specified.
- 1.5 Any discrepancy and/or contradiction that is revealed between the information on the Website and information in the official documents of the website operator, including information provided by employees of the website operator, whether written or verbal, will be considered accurate as the information found in the official documents, or that was provided by authorized website operator employees.
- 1.6 Without derogating from the specified above, it is hereby clarified that if any financial information is disclosed on the website, this information refers to the date of the financial statement from which it was taken and does not necessarily reflect the situation as of the date of publication and appearance on the website. Any financial or business information appearing on the Website is provided for convenience purposes only.
- 1.7 The information on this Website may include projections, assessments, estimates and other information pertaining to the website operator or future relevant events, whose materialization is uncertain and is beyond the control of the website operator only (forward-looking information). The main facts and data that served as a basis for this information are the facts and data pertaining to the current status of the website operator and its businesses, facts and data pertaining to the current status of the areas of activity in which it operates, and macroeconomic and other facts and data, as was known to the website operator on the date of the creation of this website.
- 1.8 Forward-looking information is not a fact and is based solely on subjective assessments of the website operator. Forward-looking information is naturally subject to the fact that it will not actually materialize and the information as specified is uncertain, unpredictable and largely beyond the control of the website operator. The materialization or non-materialization of forward-looking information will be affected, inter alia, by risk factors that typify the website operator's activities, as well as developments in the general environment and external factors that influence its activity that cannot be assessed in advance and that are beyond the control of the website operator. Actual results and achievements of the website operator in the future might materially differ from those presented on this website. The website operator does not undertake to update or amend a projection or assessment as specified in order to reflect

events or circumstances that will apply after the date of publication of information on the website and does not undertake to update this website.

## **2. Non offer**

Any information or opinion presented on this website is not a recommendation to invest, and does not constitute a proposal or solicitation to purchase or sell securities of the website operator or of related companies or of any other company. Any investment decision must be based on professional advice of an authorized party only.

## **3. Copyrights, intellectual property rights and use of features**

3.1 All copyrights and intellectual property rights on the website, of the services offered therein and any content included therein, including website design, sketches, diagrams, illustrations, photos, images, maps, segments, audio, video clips, text, graphics, etc. (Hereinafter – “The Information”), both of the website operator and/or any party acting on its behalf, including content that third parties allowed the website operator to publish on the website.

3.2 No part of the information included in the website may be amended, reproduced, published (in electronic publications, print publications, etc.), distributed, broadcast, presented, implemented, duplicated, licensed, amended, processed, create derivative works, sell or lease any part thereof, for any purpose, commercial or non-commercial, by the user or by or in conjunction with a third party, in any manner or any measure, be it electronic, mechanical, optic, photocopy or recording or by any other manner and in any other means without the expressed written consent of the website operator.

3.3 If said consent is granted, the user must avoid removing, deleting or altering any message or mark pertaining to intellectual property rights, such as the copyright sign ©, or trademark ®, that accompany the content they used.

3.4 These provisions are also valid with regards to any processing, editing or translation made by the website with regards to content that was entered or delivered by the users to the site.

3.5 Do not operate or allow the operation of any computer application or any other means, including software such as Robots, Crawlers, etc., to automatically search,

scan, copy or retrieve content from the database that contains content from the website.

- 3.6 Content from the website must not be displayed in an open or hidden frame, including by way of software, device, accessory or communications protocol that changes the design on the site or that removes any content and particularly commercial content.

#### **4. Electronic links (Links)**

- 4.1 The Website includes links to different pages on the internet. The links allow users to find content published on the internet that are not published by the website operator and/or by any party from the Website and/or from any party acting on their behalf and do not have any control or supervision over said content.
- 4.2 The appearance of a link on the website that links to content appearing on other sites on the internet and/or in any other media does not indicate consent of the website operator to said content and does not guarantee its reliability, and/or its update and/or its legality and reliance and/or use of said content is subject to the consent of the owners of the content and/or to the terms of use, in privacy and any other aspect involved in their operation.
- 4.3 The content to which you were directed by the links may not be suitable for your needs and/or you may object to the content and/or believe that they are infuriating, irritating, inappropriate, illegal or immoral. At the same time, it is hereby clarified that the website operator is not liable for the content related to the links and is not liable for any result that will be caused by their use and/or reliance thereof.
- 4.4 The website operator does not undertake that the links found on the Website will be functional and will lead to an active website and may remove from the site links that had been previously included therein, or avoid adding new links – at its sole discretion.

#### **5. Links to the Website**

- 5.1 A deep link (i.e., a link to content on any site that is not the home page of said site) must not be established to content on the site unless the deep link is to a website page in full and AS IS, so that it may be viewed and used in the completely same way.
- 5.2 It is strictly prohibited to link to the content on the Website as detached from the internet pages on which they appear on the Website (for example: Directly linking

to an image or graphic file on the site is strictly prohibited but the link should be made to a full page on which they appear). In addition, the exact address of the internet page on the Website must appear in the designated place in the user interface, for example: in the address bar (Status bar) in the user's browser. This address may not be altered, distorted or hidden and may not be replaced by any other address including by way of any software, device, accessory or communication protocol that alters the designs on the Website or removes from them any content and in particular commercial content.

- 5.3 Do not link the site to any other site that contains pornographic material, content that encourages racism or discrimination, or that violate the law, or whose publication is in violation of the law or that encourages activities that violate the law.
- 5.4 In the event of a violation of the specified above in these regulations, the website operator may order you to cancel any such deep link at its sole discretion. Should this occur, you will permanently cancel the deep link and you will not have any argument, demand or claim against the website operator in this matter.
- 5.5 The user will be solely and wholly liable for any link to the site and in any case the website operator will not be liable for any damages to be incurred by the user and/or by any third party. The user liable for a link to the website undertakes to indemnify the website operator for any damages incurred as a result immediately upon first demand.

## **6. The User's Obligations**

The User undertakes to use the website in good faith and in compliance with the provisions of its terms of use. Without derogating from the specified, use will be subject to the law and to the guidelines of the website operator and/or any party acting on its behalf and the User hereby declares and undertakes upon entering the Website to avoid any harm to the company and/or to any third parties by way of use of the Website. The very entrance and use of the Website and the User activities indicates the User's consent and undertaking to act or avoid acting as follows:

- 6.1 By entering the Website, the User agrees to the specified in the Terms of Use above and below.

- 6.2 The User undertakes to not upload, retrieve, broadcast, distribute or publish information or other material that might restrict or prevent others from using the Website.
- 6.3 The User undertakes to not make any commercial use of the information. The right to use the information is subject to the personal and private use only of the User. No commercial use may be made of the information and/or for any profit and the User is prohibited from authorizing any use of said information to any third parties, for a consideration or for no consideration. It is hereby clarified that no information published on the Website may be used for presentation on the internet and/or in any other service without having obtained the expressed written consent of the website operator in advance and subject to the terms of consent as specified, if any is given. The User undertakes to not store information through various types of software or to distribute information published on the Website publicly or commercially or for any other purpose. The Website may not be displayed with a different design or graphic interface than those established by the website operator without its expressed written consent and the Website may not be displayed in any way that detracts from its contents.
- 6.4 The User undertakes to not upload, retrieve, broadcast, distribute or publish information or other material that might encourage, solicit, encourage or facilitate an action prohibited by law or that might raise legal liability.
- 6.5 The User undertakes to not allow malware, spyware and/or any software that may slow down, burden and/or disrupt website activity, to access the Website through it and/or through any of the systems it uses to use the website, including to upload, retrieve, broadcast, distribute or publish information or other material that includes a virus or other software that might sabotage the computer systems.
- 6.6 The User undertakes to not upload, retrieve, broadcast, distribute or publish information or other material that might infringe upon the proprietary rights of another, including intellectual property rights, privacy protection rights and/or any other proprietary right.
- 6.7 The User undertakes to not upload, retrieve, broadcast, distribute or publish information or other material that includes ads of any kind without the expressed consent of the website operator.
- 6.8 The User undertakes to not upload, retrieve, broadcast, distribute or publish information or other material whose publication or use is prohibited due to it

constituting a threat, injury, insult, slander, libel, racist, pornography or any other vulgar expression.

- 6.9 The User undertakes to not make any changes and/or intervene in any manner in the Website's source code and/or the information and to not upload software and/or applications of any kind that might harm or damage the Company and/or any other third parties.
- 6.10 The User is aware of the limits of the internet regarding information security online and releases the website operator from any liability in this regard.
- 6.11 The User undertakes to not use the site in a manner that is not in compliance with the law and/or that is not agreed upon or that constitutes a forgery, alteration or deletion of information.
- 6.12 The User agrees to indemnify and compensate the website operator for any damages, direct or indirect, and/or any expense incurred by the Company with regards to a claim and/or demand resulting from violations of the Terms of Use.
- 6.13 The User agrees that, without derogating from any other right of the website operator, when the website operator is concerned that the User's use of the website does not correspond with the provisions with these Terms of Use and/or the law, the website operator will be entitled to track the User's use of the Website, to prevent the User from accessing the website, or to transfer the User's patterns of behavior on the Website to third parties that will prove, to the satisfaction of the Website Operator, that they are victims of the User's violations and any other action that the website operator deems necessary to protect its property and/or rights.

## **7. Liability**

- 7.1 The information and services on the Website are offered to users AS IS and the User agrees and confirms that the website operator, including its representatives, employees, managers, shareholders and any party acting on its behalf, will not be liable for any damage (direct and/or indirect) incurred by the User and/or any third party with regards to use made by the User, directly or indirectly, of information and/or the User's reliance on it.
- 7.2 Use of the Website is the responsibility of the User only. The website operator will bear no liability for any disruption, error or deletion of website content. The

website operator will not be liable for any damage, direct, indirect, consequential or incidental due to access to the site, and its use or due to blocking of access or use of the website, whether contractual or tortuous. The website operator is not liable for any damage including that of 'viruses' or software applications, to computer equipment of the user or to any other property of the user, that will be caused due to access, visiting or use of the site, including due to download of information off the site.

- 7.3 It is hereby clarified that the Website operator and/or information provider of any kind including its employees and/or representative and/or any party acting on its behalf will not be liable in any manner for website compatibility, including information for the User's purposes and/or goals.
- 7.4 The website operator may not monitor any information and message that was uploaded, if uploaded, to the site by other users. The specified in this section increments any statement attributed to the website operator's liability pertaining to the Terms of Use and does not intend to replace additional statements regarding the website operator's liability in specific contexts such as liability for links, privacy protection, liability for unauthorized user action or any other connection, and all as specified in the Terms of Use on its various sections and / or in the text contained on the website itself.
- 7.5 The website operator does not undertake that the site will be available at any given time and that an action and/or integrity of the site will not be interrupted and/or managed uninterruptedly and/or without errors, disruptions, malfunctions or failures. The website operator will not be liable for said interruptions, and will not be liable for incompatibility for the user with regards to quality, nature and scope of information (including its transmission), for the loss, or direct or indirect, consequential or other damage to be incurred by the User or by any third party with regards to said interruption and/or with regards to discontinuation of certain services on the site for any reason.
- 7.6 The website operator will not be liable for the disclosure of information provided by the User on the site if the Website's computer systems are unlawfully hacked.

## 8. **Changes to the website and termination of activity**

- 8.1 The website operator can change from time to time the site format, appearance and design, the scope and availability of services contained therein, to remove, amend, add or modify any part of the information contained on the website, to



charge payment for this or other content or service at its discretion (Hereinafter in this section – “the Changes”), and will be entitled to change any other aspect pertaining to the Website – without having to issue advanced notice.

- 8.2 The changes will be made, inter alia, taking into account the dynamic nature of the internet and technological as well as other changes occurring therein. By nature, the changes might involve malfunctions and/or initially create inconvenience, etc. The User will have no argument, claim and/or demand against the Website and/or the website operator for implementation of said changes and/or malfunctions that will incidentally occur due to implementation.
- 8.3 The website operator may cease at any time from operating the Website for an allotted period or permanently, without having to issue prior notice and without having to obtain the User’s consent.

## **9. Miscellaneous**

- 9.1 The website operator reserves the right to refuse to grant access to this Website or any part thereof to any user at its sole discretion and without prior notice.
- 9.2 The website operator reserves the right to amend, add or change these Terms of Use by updating this page, from time to time. Any change in the Terms of Use will immediately become valid upon its publication on the Website under the Terms of Use.
- 9.3 The website operator respects the privacy of users on the Website in accordance with the provisions of the law and terms of privacy as they appear in the Terms of Use, as these will be updated from time to time. Whereas the privacy policy may change from time to time, users are asked to remain updated on the privacy policy.
- 9.4 The website operator may assign its rights according to the Terms of Use to any third party as it deems suitable and without having to publish anything about said assignment on the site.
- 9.5 The user agrees that the transmission of information to the Website or from the Website does not create a relationship between it and the website operator, or any relationship between the user and the website operator that deviates from those specified in the Terms of Use.

9.6 The activity on this Website and any legal cause resulting from use of the Website, including the validity and interpretations of the Terms of Use will be subject solely to Israeli law, and sole jurisdiction over any dispute pertaining to this Website and its use will be that of the relevant court in Tel-Aviv.

9.7 If it is determined that any part of the Terms of Use is invalid or unenforceable, then the sections that are revoked or determined to be unenforceable will be considered replaced by valid and enforceable sections, the content of which most closely corresponds with the original sections and the other terms of use will remain valid.

10. **Contact**

10.1 The website operator is in strict compliance with the provisions of the law and respects the right of Website users and others to privacy and a good reputation.

10.2 If you believe that content was published on the Website that injures you in any way, please contact us based on the details in the Contact tab on the Website and we will handle your query as soon as possible.