

Wing security LTD. – TERMS OF USE

1. Applicability.

- 1.1. These terms of use ("**TOU**") govern the legal terms of the website of Wing security LTD. ("**Company**") at wing.security, (the "**Site**"), and certain internet services, text, information to be downloaded, and any other content (collectively "**Content**", together with the Site, the "**Services**") which are made available to you ("**User**") through the Site.
- 1.2. By attempting to use and/or by using the Services, or any part thereof, User agrees to fully comply with and be bound by the TOU. If User does not accept the TOU, User must not access and use the Services, or any part thereof, and/or immediately stop any use of the Services.
- 1.3. Company may, from time to time modify the TOU. If User does not agree to the TOU as amended, User must stop using the Services. User is advised that if User does not terminate all use of the Services, or any part thereof, User will be deemed to have accepted the TOU, as amended.

2. **Representations.** By using the Services User represents that (i) User is not under 18 years of age, (ii) User is authorized to use the Services, (iii) User agrees to be bound by the terms of the TOU; and (iv) its use of the Services does not conflict any law applicable to User.

3. Ownership.

- 3.1. All title, ownership rights, and intellectual property rights (including all copyrights, patents, trade secret rights and trademarks) in and to the Content (except for the Third Party Content, as defined below), shall remain in Company, its affiliates, or their respective licensors, if any. User agrees that nothing contained in the Services shall be construed as transferring any ownership right and/or granting a license to any intellectual property right, unless otherwise explicitly set forth herein.
- 3.2. Company is always pleased to hear from its Users, and welcome their comments or suggestions ("**Suggestions**"). When Company refers to a Suggestion herein, Company means: Any comment or suggestion made either on the Site or otherwise to Company. With regard to such Suggestions User represents and warrants that (i) such Suggestions are non-confidential and non-proprietary and will be treated as non-confidential and non-proprietary; (ii) Company is entitled to unrestricted use or disclosure of the Suggestions for any purpose whatsoever, all without compensation to the User that submitted the Idea.

4. **Third Party Content.** The Site and the Content may contain icons and links to third party websites, as well as other content from third parties (collectively "**Third Party Content**"). The inclusion of Third Party Content within the Services does not constitute any endorsement, guarantee, warranty, or recommendation of such third party websites. Company has no control over the terms of use and privacy policies of third party websites and User accesses any such third party website at User's own risk.

5. **Indemnity.** Each User agrees upon Company's first demand to indemnify, defend, and hold Company and its affiliates, licensors, officers, directors, employees, consultants, agents and representatives (collectively, "**Affiliates**") harmless from any and all claims, losses, damages, liabilities, actions, or demands, and associated costs and expenses (including without limitation attorneys' fees) arising out of User's: (i) use of the Services; (ii) use of any Third Party Content and/or any other interaction with third parties through the Services; (iii) violation of the terms hereof; or (iv) violation of any third party's rights. Company reserves the right, at such User's expense, to assume the exclusive defense

and control of any matter of indemnification by User hereunder. User shall cooperate fully as reasonably required in the defense of any claim.

6. Disclaimer and Warranties. USER UNDERSTANDS AND AGREES THAT USER'S USE OF THE SERVICES ARE AT USER'S OWN RISK. COMPANY'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY AND ITS AFFILIATES MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET USER'S EXPECTATIONS; (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (iii) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY SERVICES ARE ACCESSED AT USER'S OWN DISCRETION AND RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE THAT RESULTS FROM THE SITE, THE CONTENT, AND/OR THE DOWNLOAD THEREOF. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM COMPANY OR THROUGH OR FROM THE SITE AND/OR THE CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

7. Limitation of Liability. IN NO EVENT SHALL COMPANY OR ITS AFFILIATES BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE AND/OR THE CONTENT; OR (ii) ANY OTHER MATTER RELATING TO THE USER'S USE OF THE SITE AND/OR THE CONTENT OR THESE TOU, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, COMPANY'S TOTAL LIABILITY TO USER OR ANY THIRD PARTY WILL AT ALL TIMES BE LIMITED TO US\$100. THE AFORESAID LIMIT SHALL NOT BE ENLARGED BY THE EXISTENCE OF MULTIPLE CLAIMS. NO ACTION ARISING HEREUNDER REGARDLESS OF ITS FORM MAY BE BROUGHT BY USER MORE THAN 50 DAYS AFTER THE CAUSE OF ACTION HAS ACCRUED.

8. Miscellaneous.

- 8.1. To the extent that the Services, or any portion thereof, conflict with the TOU, the TOU shall prevail.
- 8.2. Company's failure to enforce any provision of the TOU shall not be deemed a waiver of such provision nor of the right to enforce such provision.
- 8.3. Company's rights under the TOU shall survive any expiration or termination of the TOU.
- 8.4. The TOU shall be governed by the laws of the State of Israel without regard to the principles of conflict of law. The courts of Tel Aviv, Israel shall have exclusive jurisdiction to adjudicate any dispute arising out of the TOU.
- 8.5. Without limiting any other terms of the TOU, Company may always in Company's sole discretion block User's access to the Services or stop providing, terminate or disable User's use of the Services, even if Company has previously allowed User to use the Services.