

SUPERQUERY (EvalueX) LTD. TERMS OF USE

Last Updated: June 25, 2017

Introduction

These Terms of Use (the "**Terms**") along with the Privacy Policy govern the relationship between Superquery (EvalueX) Ltd., a company incorporated under the laws of the state of Israel ("**superQuery**", "**our**", "**we**" or "**us**"), the owner and operator of a big data management solutions website (the "**Services**" and the "**Site**", respectively), and any individual or entity who request to use the Services ("**You**").

These Terms govern your access to use the Services, any information, text, graphics, or other materials appearing thereon, and any services provided there-through (the "**Materials**"). Your access to use of the Site is expressly conditioned on your compliance with these Terms. By accessing or using the Site you agree to be bound by these Terms.

You acknowledge and agree that superQuery may revise these Terms from time to time and without notice. By continuing to access or use the Services following any such revision, you agree to be bound by the revised Terms.

If you violate any of these Terms, your permission to use the Services will automatically terminate. superQuery reserves the right to revoke your access to and use of the Services at any time, with or without cause. superQuery also reserves the right to cease providing or to change the Services at any time and without notice.

Rules of Conduct

You hereby agree and undertakes not to

conduct any illegal, fraudulent, misleading, deceptive activities while using the Services;

hold yourself out as sponsored by, endorsed by, or affiliated with the Services;

use any portion of the Services for uploading, posting, emailing, transmitting or otherwise making available messages that are harmful, threatening, abusive, vulgar, obscene, defamatory, libelous, hateful, or racially, ethnically or otherwise objectionable;

attempt to gain access to secured portions of the Services to which you have no permission to enter, including database, computer systems or servers;

upload or transmit any form of virus or other malicious code;

use any automatic or manual process to search or harvest information from the Site, to interfere in any way with the proper functioning of the Services, or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Services;

engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages (commercial or otherwise);

use any tradename, trademark, or brand name of superQuery; copy, distribute, perform, transmit, modify, reuse or otherwise display the Materials, in whole or in part for public or commercial purposes or alter, modify or create any derivative works thereof, any material in a way that infringes Intellectual Property Rights (as defined below), of superQuery or any other third party.

Submitted Ideas

While superQuery appreciates your interest in the Site, superQuery cannot accept any ideas or information you consider confidential and/or proprietary. Except with respect to your personal information (as expressly provided for in the [Privacy Policy](#)), all comments, suggestions, ideas, notes, drawings, concepts, or other information disclosed or offered to us by you through the Site or in response to solicitations on the Site shall be deemed to be non-confidential and non-proprietary and shall be the exclusive property of superQuery. Further, you understand and acknowledge that superQuery employs both internal and external resources which may have developed or may in the future develop ideas identical to or similar to your suggestions or comments to suggestions and that superQuery is only willing to consider the suggestion on these terms. In any event, you acknowledge and agree that superQuery assumes no obligation of confidentiality or nondisclosure, express or implied by considering your suggestion or idea.

You hereby grant superQuery a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, create derivative works of, and otherwise commercially exploit any suggestion, feedback or ideas you submit to superQuery.

Member Account

In order to use the Service, you may be asked to create an account ("**Member Account**"). You may never use another's Member Account without permission. As part of registration process, you may be asked to select a username and password. You agree to provide true, accurate and complete information about yourself and maintain the accuracy of such registration data. Therefore:

You agree not to provide any information in any manner which may infringe the copyright, trademark, trade secret, or other intellectual property or other proprietary right of others; violate the privacy, publicity, confidentiality or other rights of third parties; or be discriminatory, defamatory, obscene, threatening, abusive, or hateful, as determined by superQuery in its sole discretion.

You agree that your use of the Services is at your own risk. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site to any third party.

You agree to notify superQuery immediately of any unauthorized use of your password or any other breach of security. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR MEMBER ACCOUNT.

Privacy

Your privacy is of top priority to Us. superQuery's online Privacy Policy is incorporated herein by reference and describes the collection, use, and sharing of certain personally identifiable information that may be provided in connection with the use of the Site. Please read our Privacy Policy carefully, as it details all provisions regarding your privacy.

You agree that in using the Services, We are permitted to display your name or logo as a user of our services on our website or other marketing materials in a manner that will be visible to other third parties.

Intellectual Property

You acknowledge and agree that superQuery and its licensors (as applicable) retain sole, full and exclusive ownership of all intellectual property rights of any kind related to the Services, including copyrights, trademarks and other proprietary rights ("**Intellectual Property Rights**"). No license is granted hereunder to any Intellectual Property Rights. Other names that are mentioned on the Services or provided as part there or in connection therewith may be trademarks of their respective owners.

superQuery welcomes and encourages feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and agree that all Feedback will be solely and exclusively superQuery's property and You hereby irrevocably assign to superQuery all right, title, and interest that you may have in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein.

Indemnity

You undertake to indemnify superQuery for any losses or damages resulting from any third party claims or complaints arising from, or in connection with your actions on the Services, your Activities and/or breach of this Agreement.

No Warranty

You hereby acknowledge and agree that superQuery and the Services are not responsible to provide any service other than the services detailed herein.

You hereby acknowledge and agree that superQuery engages as a service provider and that superQuery or its Services do not constitute a supplier of you or any third parties. superQuery does not make any warranties that the Site will be secure or error free or that your use of the Site will meet your expectations, or that the Site, Materials, or any portion thereof, is correct, accurate, or reliable.

The Services are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, superQuery explicitly disclaims all warranties, express or implied, regarding the Services, including any implied warranty of quality, availability, merchantability, fitness for a particular purpose or non-infringement, and any warranties arising out of course of dealing or usage of any trade, including without limitation to the Services being free from defect or any virus, or any other malicious code.

You hereby release superQuery from any damages, claims or other cause of action related in any way, directly or indirectly, to the services. superQuery makes no warranty that the services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. superQuery makes no warranty regarding the quality of the services and any service associated therewith, or to the accuracy, timeliness, truthfulness, completeness or reliability of any content or service obtained thereby.

You are solely and exclusively responsible for all your communications and interactions with superQuery, Services, or any other person or entity with whom you may communicate, interact or engage in connection with or as a result of your use of the Services.

Limitation of Liability

Subject to applicable law, in no event shall superQuery be liable to you or any third party for any damages, whether direct, indirect or implied, including, without limitation, incidental, consequential, exemplary, special, or punitive damages, and including further, damages which may arise in connection with the Services. superQuery shall not be liable for any damages arising from any transaction or engagement between you and any third party or for any information provided by you or any third party.

You hereby expressly agree that superQuery shall have the right, but not the obligation, at any time and at superQuery sole discretion, to take any action to monitor any interaction or engagement resulting from the use of the Services by you or any third party. To the full extent permitted by law, you hereby release superQuery from any claims or liability relating in any way thereto.

The provisions of this section shall apply regardless of the nature of any claim, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not superQuery is advised of the possibility of such damages.

Severability

In the event that any provision of these Terms is held to be invalid or unenforceable by a competent court, the remaining provisions of these Terms will remain in full force and effect.

Waiver

The failure of superQuery to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

Arbitration and Controlling Law and Jurisdiction

For any dispute, claim or controversy arising out of or in relation to these Terms or to the breach, termination, enforcement, interpretation or validity thereof, or to your access or use of the Site (together "**Dispute**"), you agree to first contact us and attempt to resolve the Dispute with us informally. If superQuery has not been able to resolve the Dispute with you informally, you and we agree to resolve any Dispute by binding individual arbitration. The arbitration shall be conducted in Israel. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and superQuery submit to the arbitrator, unless the arbitrator determines that a hearing is necessary.

Nothing in this section shall prevent superQuery from seeking injunctive or other equitable relief from the courts to prevent the actual or threatened infringement, misappropriation or violation of a copyrights, trademarks, trade secrets, patents, or other intellectual property rights and for matters related to data security or unauthorized access to the Site.

These Terms will be governed by the laws of the State of Israel. You agree that the courts located in Tel-Aviv will have exclusive jurisdiction over any dispute between you and us.

Entire Agreement

These Terms are the entire and exclusive agreement, and replace any prior agreements, between superQuery and you regarding the subject matter hereof.
