

EVALUEX LTD. TERMS OF USE

Last Updated: December 9, 2018

1. Introduction

1.1. These Terms of Use (the "**Terms**") along with the Privacy Policy govern the relationship between THE EVALUEX IO Ltd., a company incorporated under the laws of the state of Israel ("**EVALUEX**", "**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 requests to use the Services ("**You**").

1.2. These Terms govern your access to use the Services, any information, text, graphics, or other materials appearing thereon, and any services provided or enabled therein (the "**Materials**"). Your access to use 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.

1.3. EVALUEX may, at its sole discretion, change these Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is the earlier. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. IF YOU DO NOT ACCEPT THE PROVISIONS OF THIS TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES. If you violate any of these Terms, your permission to use the Services will automatically terminate. EVALUEX reserves the right to revoke your access to and use of the Services at any time, with or without cause.

1.4. EVALUEX also reserves the right to cease providing or to change the Services at any time and without notice.

2. Rules of Conduct

2.1. You hereby agree and undertakes not to:

2.1.1. Conduct any illegal, fraudulent, misleading, deceptive activities while using the Services;

2.1.2. Hold yourself out as sponsored by, endorsed by, or affiliated with the Services;

2.1.3. 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;

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

2.1.5. Upload or transmit any form of virus or other malicious code;

2.1.6. 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;

2.1.7. You acknowledge the fact that EVALUEX may view, manage and alter your data and tables inserted by you to the Site.

2.1.8. You acknowledge it is your full responsibility to back up all your data. EVALUEX shall not be responsible in any way for any data loss.

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

2.1.10. Use any trade name, trademark, or brand name of EVALUEX; 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 EVALUEX or any other third party.

3. Member Account

3.1. 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:

3.1.1. 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 EVALUEX in its sole discretion.

3.1.2. 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.

3.1.3. You agree to notify EVALUEX 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.

4. Privacy

4.1. Your privacy is of top priority to Us. EVALUEX’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. We do not collect any PII from you or related to you without your approval, which is obtained, inter alia, through your active acceptance to the Terms and the Privacy Policy.

4.2. You agree that in using the Services, we are permitted to display your name or logo as a user of our Services on our Site or on other marketing materials such as any social media in a manner that will be visible to other third parties.

5. Intellectual Property

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

5.2. EVALUEX 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 EVALUEX’s property and You hereby irrevocably assign to EVALUEX 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.

6. Indemnity

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

7. No Warranty

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

7.2. EVALUEX 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.

7.3. The Services are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, EVALUEX 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.

7.4. YOU HEREBY RELEASE EVALUEX FROM ANY DAMAGES, CLAIMS OR OTHER CAUSE OF ACTION RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SERVICES. EVALUEX MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. EVALUEX 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.

7.5. You are solely and exclusively responsible for all your communications and interactions with EVALUEX, 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.

8. Limitation of Liability

8.1. Subject to applicable law, in no event shall EVALUEX 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. EVALUEX 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.

8.2. You hereby expressly agree that EVALUEX shall have the right, but not the obligation, at any time and at EVALUEX sole discretion, to take any action to monitor and record 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 EVALUEX from any claims or liability relating in any way thereto.

8.3. 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 EVALUEX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. 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.

10. Waiver

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

11. Arbitration and Controlling Law and Jurisdiction

11.1. 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 EVALUEX 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.

11.2. Nothing in this Section shall prevent EVALUEX 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.

11.3. 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.

12. Entire Agreement

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